

CHILDREN AND FAMILY JUSTICE CENTER

Contract 00863C13

Volume 4 of 14

Request for Best and Final Offer

Including Addenda 12 - 14

December 2014



King County

Department of Executive Services
Facilities Management Division

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CHILDREN AND FAMILY JUSTICE CENTER
Design-Build Contract
REQUEST FOR BEST AND FINAL OFFER
(Request for BAFO)

King County Contract C00863C13

Dow Constantine

King County Executive

Metropolitan King County Council

Rod Dembowski Larry Gossett

Kathy Lambert Larry Phillips

Dave Upthegrove Jane Hague

Pete von Reichbauer Joe McDermott

Reagan Dunn

August 1, 2014



King County

Department of Executive Services
Facilities Management Division

BEST AND FINAL OFFER (BAFO) & EXECUTION OF CONTRACT REQUIREMENTS

PART 1 – BEST AND FINAL OFFER (BAFO) PROCESS

1.01 BEST AND FINAL OFFER – PROCESS FOR EVALUATION

- A. Following the evaluation of Proposals, the Panel has determined that it is in the County's best interests to Request a Best and Final Offer ("BAFO") from Balfour Beatty Construction LLC dba Howard S. Wright and Hoffman Construction, the designated shortlisted Finalists (Finalists) for this solicitation. The County will only accept BAFOs from these shortlisted Finalists.
- B. BAFO due by **September 16, 2014, 12:00PM**.
- C. The County's Request for BAFO includes changes to portions of the Request for Proposal Part A and related changes to Request for Proposal, Parts B - H are set forth in Addendum 12, attached hereto.
- D. The County's Request for BAFO specifically asks for additional information to select existing evaluation Criteria as identified in the Request for Proposal. Within their BAFO, the Finalists are provided an opportunity to submit new or updated responses to the following Criteria. All responses shall be a concise presentation of the approach to the Project without the inclusion of ancillary or non-critical detail. The select Criteria to respond to include:
1. Executive Summary (pass/fail)
 2. Organization Structure and Other Key Personnel (100 points)
 3. Approach to Construction Management
 - a. Construction Phasing (500 points)
 - b. Schedule Management (500 points)
 4. Design Concept
 - a. Site Concept (650 points)
 - b. Building Concept
 - i. Courthouse (500 points)
 - ii. Detention (415 points)
 - iii. Parking Garage (200 points)
 - c. Phase 2 Concept (200 points)
 - d. Voluntary Enhancements (300 points)
 - e. No-Cost Test Fit (200 Points)
 5. Cost
 - a. Design Builder BAFO Fee (1500 points)
 - b. Design Builder BAFO Overhead Rate (500 points)
 6. Small Contractor and Supplier Requirements
 - a. SCS Utilization Commitment (550 points)
 - b. Subcontracting Plan (275 points)
 - c. Outreach Plan (275 points)

7. Appendix A Finalist Information , BAFO Forms, and Certifications
 - a. BAFO FORM A - STAGE MEMORANDUM of UNDERSTANDING
 - b. BAFO FORM B - GMP and Upset Amount Determination
 - i. (placed in sealed envelope)
 - c. BAFO FORM C - BAFO PRICE PROPOSAL FORM
 - i. (placed in sealed envelope)
 - d. BAFO FORM D - ALTERNATES
 - e. BAFO FORM E - COMMITMENT TO MEET SCS UTILIZATION REQUIREMENTS
 - f. BAFO FORM H - COMMITMENT LETTER FROM SURETY
 - g. BAFO FORM I - COMMITMENT LETTER FROM INSURERS
 - h. BAFO FORM R - NO COST TEST FIT TEMPLATE
 - i. (EXCEL FILE PROVIDED)
 - i. BAFO FORM S - ADDITIONAL SPACE
 - i. (EXCEL FILE PROVIDED)

E. The Anticipated Schedule for the BAFO process is:

- a. August 1, 2014 County issues BAFO to Finalist
- b. August 5, 2014 Kickoff BAFO meeting with Finalists
 - i. *Team 1* -10:30AM – 12:00PM, *Team 2* – 1:00PM to 2:30PM
- c. August 13 – September 3, 2014 Topical Meetings with Finalists
 - i. August 13 *Team 2* – 9:00AM – 12:00PM and *Team 1* – 1:00 – 4:00PM
 - ii. August 18 *Team 1* @ 1:15PM – 5:00PM
 - iii. August 19 *Team 2*@ 1:15PM – 5:00PM
 - iv. August 21 Q&A Session (*Team 1* - 12:00PM and *Team 2* – 1:30PM)
 - v. August 25 *Team 2*@ 1:15PM – 5:00PM
 - vi. August 26 *Team 1*@ 1:15PM – 5:00PM
 - vii. August 28 Q&A Session (*Team 2* - 12:00PM and *Team 1* – 1:30PM)
 - viii. September 2 *Team 1* @ 1:15PM – 5:00PM
 - ix. September 3 *Team 2* @ 1:15PM – 5:00PM
- d. September 4, 2014 Finalist Questions Due
- e. September 16 @12:00PM BAFOs due
- f. October 16, 2014 Notification of the Top Ranked Team
- g. October 17 – 24, 2014 Clarification Meetings and conforming Contract
- h. November - December Contract Approval & Execution

- F. The Panel will evaluate and score the BAFO responses using the detailed Criteria identified in Paragraph 1.02 below. The BAFO score will replace the original Proposal score for each of the identified Criteria. The original Proposal scores for those Criteria not being re-evaluated for this BAFO will remain the same. Finalists are required to provide, in a

separately bound submittal, their full and complete responses to the Request for BAFO.

- G. The Finalists are not allowed to submit or make any changes to any portion of their original Proposal which is not identified in Paragraph 1.02 below.
- H. The scoring and the ranking of the Finalists submitting a BAFO shall be achieved by adding (1) scores these Finalists received on their original written Proposal for Criteria which are not being reevaluated by the BAFO and (2) the scores received by the Finalists teams on their specific BAFO response to the relevant Criteria.
- I. Ownership of Submittal Information. Regardless of whether the County awards a contract, the BAFO's submitted pursuant to the Request for BAFO, including data, information, concepts and ideas contained therein shall be owned by the County.
- J. Public Disclosure: Once in the County's possession, any submittals by a Finalist shall become property of King County and may be considered public records under the Washington Public Records Act, RCW 42.17.250 et seq., and as such may be subject to public disclosure. It is the County's intent, to the extent permitted by law, and to provide for a fair and competitive procurement process, to keep all submittals confidential until execution of the Contract. The County acknowledges that some information provided by a Finalist, may be considered proprietary, confidential and/or exempt from disclosure pursuant to the Public Records Act or the Washington Trade Secrets Act. If a Finalist submitting documents under this BAFO believes that portions of its submittals are proprietary, confidential or exempt from public disclosure to third parties, the Finalist must clearly label the specific portions of the submittals sought to be kept confidential and specify the exemption that the Finalist is relying upon. If a request is made for all or a portion of a submittal, the County will notify the Finalist submitting the document(s) of the request and allow the Finalist five (5) business days to take, at its own expense, whatever action is necessary to protect its interests. If a Finalist fails to obtain the necessary protections and apprise the County of such actions within said period, the County will release the documentation requested. Notwithstanding the foregoing, all Finalists who provide submittals under this procurement process accept the procedures described above and agree that the County will not be responsible or liable in any way for any losses that a party may suffer from the disclosure of information or materials to third parties.
- K. Rejection of BAFOs: King County reserves the right to reject any and all BAFOs received. Any Finalist failing to submit information in accordance with the procedures set forth herein may not be considered responsive, and may therefore be subject to rejection by King County. A BAFO which is rejected by the County may adversely impact the Finalists receipt of the Honorarium for the BAFO portion of the procurement.
- L. Ex-Parte Communications: Finalists are expected to conduct themselves with professional integrity and to refrain from lobbying activities. During the procurement process, commencing with the issuance of the RFQ and continuing until the award of a Contract for the project (or cancellation of the procurement) no employee, member, agent, vendor, advisor or consultant of any Finalist shall have ex-parte communications, directly or indirectly, regarding this procurement with any representative or elected official of the County involved in this procurement, except for communications permitted by this RFQ (or subsequently by the RFP or BAFO). Any verified allegation that a Finalist or team member has engaged in such prohibited communications or attempted to unduly influence the selection process may cause the County to disqualify a Finalist or a member of the Finalist's team from participating in this process, all at the sole discretion of the County.

- M. Budgeted Guaranteed Maximum Price: The Budgeted GMP for this Contract has been set at \$154 Million Dollars for the Finalists. This Budgeted GMP excludes Washington State Sales Taxes and includes all other applicable federal, state, county, city and municipal taxes, as well as all fees, licenses, permits, business and occupational taxes for the Work. The Budgeted GMP also includes all Overhead and Profit to design and construct the CFJC Project.
- N. Validity Period – Proposals and BAFO's shall remain in full force and effect for a period of 150 days after BAFO's are submitted by the Finalists to the County.
- O. Submittals Documentation
1. The Finalist shall submit one (1) original unbound BAFO, one (1) electronic [pdf] copy, and twelve (12) bound copies. The BAFO shall be provided in a box or envelope and the BAFO Title and BAFO Number shall be clearly printed on the outside of the box or envelope.
 2. The Finalist shall fully complete and submit all required Forms identified in this Request for BAFO. No adjustments to any of these forms are allowed. Any failure to fully complete and submit the required forms in accordance with the requirements of this Request may result in the Finalist being considered non-responsive and subject to rejection by King County.
 3. BAFO Format Requirements. The BAFO shall comply with the following format requirements:
 - a. The original and copies of the BAFO shall be indexed.
 - b. It is requested that the BAFO be prepared on 8 1/2" by 11" paper except where a Finalist reasonably feels the information needs to be conveyed on another page size. Font size shall be legible (between 10 point and 12 point).
 - c. There is no page limit for the BAFO; however, Finalists are encouraged to be efficient and concise in their BAFO submittal
 - d. Minor Informalities in BAFO. King County, in its sole discretion, reserves the right to waive minor informalities or immaterial irregularities in a BAFO when the County determines there is no competitive advantage gained by the Finalist as a result of such action.
 4. Explanation of County Edits to RFP. Within the Request for BAFO, the County is not changing the entire Request for Proposal. Only specific, identified portions of the RFP are being incorporated into the Request for BAFO. These changes are underlined and reflected in the Addendum.

PART 2 – BEST AND FINAL OFFER (BAFO) - EVALUATION CRITERIA

2.01 MODIFIED EVALUATION CRITERIA

- A. For ease of reference the County has provided the Finalists with the Criteria, as adjusted by the Request for BAFO, that will be re-scored by the County. Changes to the original Criteria to be re-scored are underlined.
- B. The County has identified the number of points being re-scored for each relevant criterion. The total possible points that can be achieved are 11,000 points as identified in the RFP. The maximum number of points to be re-scored within the BAFO is 6,665 points. The re-scored points are next to the identified Criteria.

1. EXECUTIVE SUMMARY

(Pass/Fail)

- A. Resubmit an Executive Summary that demonstrates the Finalist's overall approach to the Project as updated in the BAFO. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Finalist and its ability to satisfy the financial and technical requirements of the Project.
- B. The authorized representative(s) of the Finalist's organization must sign the Executive Summary. The Executive Summary must certify the truth and correctness of the contents of the BAFO.
- C. Within the Executive Summary the Finalist shall discuss their past, current, and projected workloads and explain to the County how such projections will impact their ability to perform the Work.

2. Organizational Structure and Key Personnel (100 Points)

- (a) Resubmit an updated organizational chart demonstrating the basic structure of the Finalist's organization, roles of each applicable sub-organization, and integration of the sub-organizations:
 - (i) The organization chart shall indicate the key positions within the Finalist's organization. The BAFO shall designate the individuals assigned to those key positions, and the firms the individuals are currently working for, to the extent that they are known at the time of the BAFO. The Finalist shall identify separate individuals for the Lead Court Architect and the Lead Detention Architect. At a minimum, the organizational charts should show the positions of the Key Personnel identified in the SOQ and the RFP. The Finalist shall submit resumes for any individual identified in the organizational chart that were not submitted as part of the SOQ or RFP.
- (b) Team Continuity and Changes to Organizational Structure:

At the time of BAFO submittal the Finalists shall re-affirm that the Key Personnel and the key subcontractors identified within their Statement of Qualifications have not changed. Key Personnel and the key subcontractors may not at any time be removed or replaced during the procurement process and prior to Contract Execution without the written approval of the County. Any substitutions proposed by a Finalist shall be provided in writing prior to the submission of their BAFO. This

substitution request shall include a justification for the substitution and an explanation how they meet all applicable requirements of the RFQ/RFP/BAFO. The County will use the Criteria specified in the RFQ/RFP/BAFO to evaluate whether the proposed substitution is acceptable to the County. Any substitution request which does not meet the requirements of the RFQ/RFP/BAFO may result in a lower BAFO score.

- (i) Finalists shall include within this Section a statement committing to maintain the evaluated design team Key Personnel and Key Subcontractors intact through completion of the design process.

3. APPROACH TO CONSTRUCTION MANAGEMENT (SECTION 3)

A. Construction Phasing (500 Points)

1. Narrative: Describe in detail the Finalist's updated approach to managing the overall construction sequence. Include approach to coordinate the construction with the Owner's ongoing, 24/7 operations, parking and traffic management for both the Owner and Prime Contractor, and site utilization.
2. Graphical Illustrations: Provide sufficient updated graphical illustration and/or plans that clearly identify the Finalists phasing sequence. Plans and illustrations must clearly indicate how the Owner's operations will function during the construction operations for each phase, identify separate Owner (public and staff) and Contractor parking, Contractors offices and material storage areas, and traffic entries and exists.

B. Schedule Management (500 Points)

1. Submit an updated logic-driven Preliminary Baseline Contract Schedule prepared by the Critical Path Method (CPM), consistent with the requirement identified in Section 6 (e)(i), SCHEDULE ACTIVITIES AND MILESTONES in the RFP. The Preliminary Baseline Contract Schedule shall be provided on 11-inch by 17-inch paper. The Finalist shall ensure that the following Milestones are clearly identified on the schedule.

Notice to Proceed with Phase 1A (Courthouse & Detention)

Substantial Completion Phase 1A (Courthouse & Detention)

90-day Owner Testing, training and Move-In Period

Notice to Proceed with Phase 1B (Parking Structure)

Substantial Completion Phase 1B (Parking Structure)

Final Acceptance of the Contract

2. For purposes of submitting its updated Preliminary Baseline Contract Schedule Finalists are required to follow the Contract Time requirements identified by the County in Part G, Article 7 TIME FOR PERFORMANCE, of the Contract – DB Agreement.

3. No benefit is gained, in the evaluation of BAFOs, for completing the work earlier than the Contract Time provided in the Contract. Finalist's submission of early completion dates for Phase 1A and Phase 1B is not allowed.

4. The Panel will evaluate the Finalist's ability to complete the design and construction of the Project in a timely manner in accordance with the requirements set forth within the RFP and BAFO documents.

5. Coordination of Activities During On-going Facility Operations: The Panel will evaluate the Finalist's approach to coordination of construction activities with on-going County operations at the site.

6. Submittal Information:

(a) The Finalist shall submit an updated preliminary baseline contract schedule that includes the major activities and clearly identifies the critical path(s) activities necessary to implement their BAFO in order to design, construct and complete the Project in a timely manner in accordance with the requirements set forth within the RFP and BAFO documents and the proposed construction phasing sequence. The proposed schedule shall be broken down **in calendar days** and in sufficient detail (as shown below in Schedule Activities & Milestones) to show the sequence and continuity of design and construction from the first Notice to Proceed through Final Acceptance of the Contract. Completion dates for all phases and milestones of work shall also be identified in the updated preliminary baseline contract schedule.

4. DESIGN CONCEPT (SECTION 5)

A. Design Concept

Narrative: The Finalist must submit an updated narrative explaining the design concept of the Project. The narrative shall provide a discussion of the following:

1. Site Concept (650 points)

(a) Provide an updated narrative expressing how the Finalist is responding to the entire site design concept and how the buildings and site orientation relates to the neighborhood and surrounding areas and how it relates to the requirements identified in the Owner's Project Criteria. As part of this updated narrative also specifically address the following:

(i) The City of Seattle Land Use Code sections in Part C, Facility Program, Chapter 4 that the Owner has identified as of particular concern.

(ii) The impacts of the potential construction of a "woonerf" on Remington Court and how the Finalist's concept will compliment or integrate into the "woonerf".

(iii) Explain how the Design Builder site concept is consistent with the previously approved and completed SEPA Mitigated Determination of Nonsignificance identified in the RFP regarding traffic impacts related to access and egress points.

(b) As part of this narrative provide an updated site plan and site sections, reflecting all of the necessary elements, shall be included in an 18" x 24" size and scaled formats.

2. Building Concept

(a) Courthouse (500 points)

(i) As part of the above updated narrative explain how the Courthouse will be designed to meet the requirements of the Owner's Project Criteria. The updated narrative shall explain how the following factors for the Courthouse are addressed:

- Facility Program requirements:
 - a. Adjacencies as described in Part C, Facility Program Chapter 4.
 - b. Efficiency of design: (building efficiency, core areas, floor plate size,).
 - c. Circulation separations required for judiciary, detainees, and general population.
 - d. Arrival & Court Lobby
 - i. Circulation: business /afterhours use: entry/exit pattern.
 - Include graphical illustrations to demonstrate the requirements of Part C Facility Program, Chapter 4, Item 5
 - ii. Include graphical illustrations to demonstrate Arrival and Court lobby circulation use and patterns during business hours.
- Exterior
 - a. Building Façade response to Land Use Code (NC3-P requirements)
 - b. Building envelope
 - c. Exterior materials and finishes
 - d. Window type and placement
- Systems
 - a. No additional information required
- Overall creativity and innovation
- Other Factors
 - a. No additional information required

(b) Detention (415 points)

(i) As part of the above updated narrative explain how the Detention Facility will be designed to meet the requirements of the Owner's Project Criteria. The updated narrative shall explain how the following factors for the Detention Facility are addressed:

- Facility Program requirements:
 - a. Detention Adjacencies as described in Part C, Facility Program Chapter 3, Section 6.
 - b. Efficiency of design: (building efficiency, core areas, floor plate size) as described in Part C, Facility Program Chapter 3, General Principal of Facility Layout.
 - c. Circulation patterns required for judiciary, detainees, and general population.
 - d. Arrival and Court Lobby circulation
 - i. Business hours and afterhours for public access to Visitation Lobby.

- ii. Staff access: business hours and afterhours to secure Detention.
 - Exterior
 - a. Building Façade response to Land Use Code (LR3 requirements)
 - b. Building envelope
 - c. Exterior materials and finishes
 - d. Window type and placement
 - Systems
 - a. Security Wall Construction (Architectural and Structural proposed systems)
 - Overall creativity and innovation
- (c) Parking Structure Concept (200 points)
- (i) As part of the above updated narrative explain how the Parking Structure will be designed to meet the requirements of the Owner's Project Criteria. The updated narrative shall explain how the following factors for the Parking Structure are addressed:
 - Efficiency of design
 - Circulation patterns required for judiciary, staff and general public.
 - Number of stories, column spacing, bay depth
 - Elevator access (staff and public)
 - Vehicle Access and Egress Control systems
- (d) Phase 2 Concept (200 points)
- (i) Provide an updated narrative on the approach to the final Phase 2 build out of the Courthouse, Detention Facility and the Parking Garage as described in the Facility Program document.
- (e) Voluntary Enhancements (300 points)
- (i) Provide an updated narrative which identifies and explains, if any, all design enhancements to be provided by the Finalist for the project that exceed the Criteria established in the Owner's Project Criteria.
- B. Design Drawing package **(no additional points)**
1. To support the Design Concept narrative the Finalists shall provide the following updated information.
 2. Provide twelve (12) sets each 18"x24", bound sets of drawings listed. Include a Cover Sheet with full Design-Build Team identification and index. The list below applies to all buildings and structures including courthouse, detention and parking structure.

(a) Site Design

- (i) Site Plan – showing hardscape, landscape, all building entrances, all building services (waste collection/deliveries/etc.), parking, ADA access, pedestrian and vehicle flow, community spaces, driveways, Phase 2 development area (if needed), and topography.

(1) Include an enlarged plan of the open space along 12th Avenue and its relationship to the Alder access.

(2) Dimension the surplus properties.

- (ii) Civil – show diagrammatic layout stormwater detention system

(b) Building Exterior

- (i) Elevations – all building elevations, clearly indicate proposed building materials and fenestrations.

(1) All building elevations shall clearly show the vertical height of the structure measured from the average grade as determined by the Seattle Land Use code, 23.86.006, and the maximum allowable height for the underlying land use zone for both Phase 1 and Phase 2.

(2) Building elevations along 12th and 14th Avenue shall illustrate how the Finalist's solution meets the requirements of the City of Seattle Land Use Code related to the pedestrian overlay zone and the LR3 zone.

- (ii) Sections – building vertical cross section detailing exterior wall components as well as thermal and weather seal envelope components

- (iii) Roof Plan/Sections

(c) Structural

- (i) Preliminary Foundation Design

- (ii) Preliminary Roof Structure and Supporting Walls and Columns

(d) Building Interior

- (i) Floor Plans – All floors plans, indicating room names, square footage, circulation (horizontal and vertical) (public, private, and detention). Provide separate sheets showing:

- All Phase 1 spaces, including any additional spaces; and
- Where Phase 2 spaces will either be expanded or constructed.

- (ii) Reflected ceiling plans - lobby, main corridors, courtrooms, conference rooms, and typical detention housing unit

- (iii) No updated submittal required.

- (iv) Building Services – Indicate all mechanical electrical, IT and other service areas.

(e) Plumbing

- (i) No updated submittal required.

- (f) Mechanical
 - (i) No updated submittal required.
- (g) Fire Protection
 - (i) No updated submittal required.
- (h) Electrical
 - (i) No updated submittal required.
- (i) Telecommunications and IT Infrastructure
 - (i) No updated submittal required
- (j) Service Facilities
 - (i) Loading Dock – show location and route to loading dock
 - (ii) Waste Collection – identify route and truck maneuverability to and from dumpsters, include overhead clearance information
- (k) Accessibility
 - (i) No updated submittal required
- (l) Renderings or 3-D drawings
 - (i) Renderings/3D drawings – Provide renderings/3D drawings of the following, outlined below, for the courthouse and detention buildings. Finalists are to include a separate set of renderings or 3-D drawings for Phase 1 Program including any Voluntary Enhancements and Phase 2 Program identified below. At a minimum include those listed below but no more than fifteen (15) total.
 - (ii) Phase 1 Program:
 - 1) Interior Building lobby.
 - 2) View from 14th Ave and Remington Street looking Southwest.
 - a. Including the Northeast Open Area.
 - 3) View from 12th Ave and Alder Street looking East.
 - a. Showing front entry and parking garage.
 - 4) View from 12th Ave and Alder Street looking Northeast.
 - (iii) Phase 2 Program:
 - 1) View from 14th Ave and Remington Street looking Southwest.
 - a. Including the Northeast Open Area.
 - 2) View from 12th Ave and Alder Street looking Northeast.
- (m) Outline Specifications:
 - (i) Provide an outline only for prescriptive specifications utilizing the CSI Master Format.

C. No-Cost Test Fit (200 Points)

1. The purpose of the space plan test-fit is to demonstrate that the approved space program can be accommodated within the proposed final design concept, and to identify special tenant requirements affecting the design of the core/shell. The space plan test-fit plan shall be considered part of the offer and

will not incur additional expense to the County.

2. Based upon the square footages, agency adjacencies, intended usages (i.e., public, private, and secured circulations), ingress/egress for each user type, parking requirements, etc., the Design-Build team will be required to provide a test-fit plan for evaluation. The test-fit plan shall include the following elements:
 - (a) A plan for each floor, including the basement and parking areas, reflecting all the necessary elements shall be included in an 18" x 24" and scaled formats. Fully dimension the space plan room by room so that the inside dimensions of each room, work area and work stations can be easily determined. Include any special Criteria such as unique floor loading requirements that shall have an impact on further development of the design concept.
 - (b) Program Area Comparison: The Finalist shall complete the Program Area Comparison Template (BAFO Form R) that compares the Facility Program requirements for Phase 1 and the Finalist's floor plan as identified in the BAFO.
 - (c) If Finalist is proposing additional net square feet area as an enhancement, Finalist shall complete Form S and include as part of the response to the Voluntary Enhancement Section.
3. Certification: The Finalist shall provide a statement that certifies the information provided by the Finalist in the Program Area Comparison template: (1) is complete and accurate and (2) that the Finalist will meet the net square feet requirements for the Phase 1 Court Program and Detention Program identified in Part C, Facility Program within the Budgeted GMP. No qualified responses are allowed. Failure to certify or any qualified responses will result in a reduction in points.

5. COST

- A. No response required.
- B. No response required.
- C. Upset Amount Determination: Finalist shall submit Form B, contained in Appendix. The Finalist shall indicate on Form B contained within Appendix A of this Request for BAFO if the BAFO Price is equal to or greater than the "Upset Amount". Failure to include BAFO Form B may result in the BAFO being declared non-responsive and the Finalist being disqualified. Any amount over the Budgeted GMP is considered the "Upset Amount". Reference RFP Section 4.3.2 "Budgeted GMP and Upset Amount" for more details.
- D. BAFO Price Proposal Form: Finalist shall submit the BAFO Price Proposal Form and Certification to be used by Finalists contained within Appendix A, BAFO Form C. Finalists must acknowledge on the Request for BAFO Form and Certification, all Addenda issued for the RFP and BAFO. All blanks on the BAFO Form and Certification must be completed by printing in blue ink or by typewriter. In addition to signatures, names must be typed or printed in blue ink.
- E. Design-Builder's Fee (1500 points): Each Finalist shall declare their proposed Fee on the BAFO PRICE PROPOSAL FORM, BAFO Form C, of Appendix A provided within this BAFO based upon the Budgeted GMP amount of \$154 million. The declared Finalist's Fee shall also be utilized for all additive and deductive Change

Orders.

F. No Change

G. Design-Builder's Fee Evaluation: The Lowest fee submitted by a responsive Finalist will be awarded the maximum points available for this portion of the proposal. All other Finalist's score for this section of the BAFO shall be awarded on a pro rata basis using the following formula:

$$\text{Fee Score} = 1500 - \left(1500 \times \left(\frac{\text{Finalist's Fee} - \text{Lowest Fee Submitted}}{\text{Finalist's Fee}} \right) \right)$$

H. Design Builders Overhead (500 points): Each Finalist shall declare their proposed Overhead Rate on the BAFO PRICE PROPOSAL FORM, BAFO Form C, of Appendix A provided within this BAFO based upon the Budgeted GMP amount of \$154 million.

I. Design Builders Overhead Evaluation: The Lowest Overhead rate submitted by a responsive Finalist will be awarded the maximum points available for this portion of the BAFO. All other Finalist's score for this section for this section of the proposal shall be awarded on a pro rata basis using the following formula:

$$\text{OH Score} = 500 - \left(500 \times \left(\frac{\text{Finalist's OH rate} - \text{Lowest OH rate Submitted}}{\text{Finalist's OH Rate}} \right) \right)$$

6 ADMINISTRATIVE REQUIREMENTS

2. Small Contractors and Suppliers Utilization Requirements (Section 9) (1100 Points)

A. Achievement of the SCS Utilization Requirements revolves around the development and implementation of an effective subcontracting plan and community outreach/participation plan and a proactive approach to maximizing opportunities for certified SCS firms. SCS firms must be certified by King County prior to their performance of work on the Project. The evaluation points within this section will be distributed as follows: the level of SCS Utilization committed to by Finalist (500 Points Maximum) Subcontracting Plan (**250 Points Maximum**); Outreach Plan (**250 Points Maximum**).

B. A 17% minimum SCS Utilization Requirement has been established for this Project. Finalists committing to less than 17% will not be awarded any of the 500 points for the SCS Utilization Requirement criterion. However, Finalists may still be awarded points for their Subcontracting and Outreach Plans.

C. Submittal Information:

1. The Finalist shall indicate its level of meeting the Small Contractors and Suppliers (SCS) Utilization Requirement by submitting BAFO Form E with their BAFO (500 Points Maximum).

Scoring for SCS commitment:

“Finalist’s level of meeting the SCS Utilization Requirement expressed as a percentage of the Budgeted GMP (\$154,000,000) Dollar Amount, as amended by Change Order _____%.”

A Finalist will be allocated ten (10) points for each 1% SCS participation committed above the 17%, see example below.

Example of Point Allocation:

<u>Finalists</u> SCS Commitment %	<17%	17%	22%	27%	32%
Evaluation Points to be Awarded	0	350	400	450	500

2. Finalist shall provide a comprehensive project specific SCS Subcontracting Performance Plan outlining the component parts of the Plan to include, but not be limited to, the following: **(250 Points Maximum)**
 - (a) How subcontracting packages will be structured throughout this project to meet the SCS Utilization Requirement. Include information relating to work plan and project schedule.
 - (b) Identify potential work items or tasks within this project that will be made available by the Finalist for performance by SCS firms.
 - (c) Describe Finalist’s plan to convey the SCS Utilization Requirement to subcontractors, and explain how all sub-tier subcontractors, and suppliers will be encouraged to assist in reaching the percentage of SCS Utilization Requirement committed by the Finalist (i.e. how Subcontractors and Suppliers will be evaluated).
 - (d) List the Criteria the Finalist will utilize to select sub-tier subcontractors performing work on the project and identify changes or considerations that may be made to the Criteria in order to maximize SCS Utilization Requirement (i.e. bonding, experience etc.).
 - (e) Identify within the Finalist’s organization the person(s) responsible for ensuring compliance with the SCS Subcontracting Performance Plan.
 - (f) Identify how the Finalist will monitor its progress in meeting and complying with the SCS Utilization Requirement. Also, include proposed schedule to review and modify this subcontracting plan during performance of the Contract as appropriate or as requested by the County.

3. Finalist shall also provide a project specific Outreach Plan demonstrating its commitment to effectively communicate and interact with SCS firms and community resource organizations to promote SCS participation on this Contract. The Plan shall include, but not be limited to, the following: **(250 Points Maximum)**
 - (a) Communication with SCS subcontractors and Suppliers through various forums including meetings, conferences, telephone, email, etc.

- (b) Holding orientation meetings to measure SCS firm interest and promote opportunities in the SCS community. Teaming at these meetings will be encouraged and Finalist will adjust work items to maximize participation.
- (c) Aggressive marketing efforts and wide distribution of SCS related subcontracting packages for the Project; conduct information workshops and outreach to SCS subcontractors and suppliers.
- (d) Ensure that the Outreach Plan is well understood throughout the vertical organization of Finalist's team and by Subcontractors and Suppliers.
- (e) Communication of the sub-tier subcontractor's selection process to be used to ensure that all interested parties understand the process.
- (f) Placing all certified SCS firms on solicitation lists, and providing written notice of subcontracting opportunities to those capable of performing the work, including all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitation.
- (g) Collaborating and utilizing the services of available organizations, consultant groups, local assistance offices, the County, and other agencies that provide assistance in the recruitment and placement of SCS firms.

6.1 PROPOSERS HONORARIUM

- A. No change
- B. No change
- C. The second ranked Finalist that submits a responsive BAFO and is not awarded the Contract shall receive an honorarium in the amount of \$200,000 no later than 45 days following execution of the contract.
 - 1. No Honorarium will be provided to the Finalist who enters into a Contract with the County.

END OF SECTION

APPENDIX

APPENDIX A: BAFO FORMS

FORM A	BAFO STAGE MEMORANDUM of UNDERSTANDING
FORM B	GMP & UPSET AMOUNT DETERMINATION
FORM C	<u>BAFO</u> PRICE PROPOSAL FORM
FORM D	OWNER REQUESTED BETTERMENTS
FORM E	COMMITMENT TO MEET SCS UTILIZATION REQUIREMENT
FORM H	COMMITMENT LETTER FROM SURETY
FORM I	COMMITMENT LETTERS FROM INSURERS
FORM R	NO COST TEST FIT TEMPLATE
FORM S	ADDITIONAL SPACE

BAFO FORM A

BAFO STAGE MEMORANDUM of UNDERSTANDING

The Finalist is required to complete this form. Failure to complete the form and submit to the County may result in the Finalist being declared non-responsive and disqualified from the BAFO process.

This BAFO Stage Memorandum of Understanding is between King County (hereinafter "County") and the design-build competition finalist named _____ (hereinafter "Finalist").

Having previously reviewed qualifications and Proposal presented by the Finalist, the County hereby agrees to review and consider the Finalist's BAFO to design and build a new courthouse and detention facility project, to be named Children and Family Justice Center (CFJC), so long as that BAFO is presented in accordance with the requirements listed in the Request for Best and Final Offer (BAFO) document prepared by the County and already now reviewed by the Finalist.

The Finalist hereby attests that it has had ample opportunity to review the County's Request for BAFO document and the Finalist is now committed to fully and completely respond to it by the deadline time and date stated in that Request for BAFO.

It is mutually agreed by the County and the Finalist that the deadline date for the County receipt of design-builder BAFO will not be changed without prior written notification by the County.

Except in the instance of cancellation of the project by the County, in return for a BAFO from the Finalist that fully satisfies the requirements of the Request for BAFO, if the Finalist is not awarded the design-build services contract, the County promises to pay the Finalist the lump sum honorarium in the amount of \$200,000.00. This is addition to the \$350,000 honorarium to be provided for completing the RFP process and submitting a Proposal. Any such honorarium payment(s) will be made after the design-builder selection process has been completed and after a contract for design-build services has been fully executed with the winning proposer.

If for any reason the County should cancel the CFJC project before a contract for design-build services has been executed, the County agrees to reimburse the Finalist for reasonable and actual expenses incurred toward the preparation of the herein authorized design-builder BAFO, up to a maximum reimbursement of \$200,000.

In exchange for the County payment to the Finalist for the BAFO work performed, Finalist agrees to relinquish all proposal and BAFO work products to the County for County to review, copy, distribute, and potentially use for its CFJC project, even though the Finalist may not become signatory to a design-build services contract with the County, so long as the work product is not patented or otherwise protected as a uniquely proprietary work product.

Mutually agreed this date of _____

by:

King County

(Proposer firm name)

(Authorized Proposer representative)

(Authorized County representative)

(Representative's printed name and title)

(Representative's printed name and title)

BAFO FORM B

GMP & UPSET AMOUNT DETERMINATION

The Finalist is required to complete this form. Failure to complete the form and submit to the County may result in the Finalist being declared non-responsive and disqualified from the BAFO process.

King County
Design-Build Request for BAFOs – Contract No. C00863C13
Children and Family Justice Center Design-Build Project

Finalist Name: _____

Is the Total BAFO Price equal to the Budgeted Guaranteed Maximum Price Amount of One Hundred and Fifty Four Million and no/100 (\$154,000,000)?

Check One:

Yes or No

Date: _____

Signature:

Title

BAFO FORM C

BAFO PRICE PROPOSAL FORM

The Finalist is required to complete this form. Failure to complete the form and submit to the County may result in the Finalist being declared non-responsive and disqualified from the BAFO process.

BAFO:

Having carefully examined the Request for BAFO for Design-Build Services for a New Children and Family Justice Center dated August 1, 2014 (BAFO) as prepared by King County's Facilities Management Division (County) and Addenda No's 1 through _____ inclusive, receipt of which is hereby acknowledged, we propose to perform the Work identified in the Request for BAFO and Addenda, described in our BAFO, under the terms and conditions contained in the RFP for the Guaranteed Maximum Price of:

\$ _____ (Figures)

This Guaranteed Maximum Price excludes Washington State Sales Taxes and includes all other applicable federal, state, county, city and local taxes, as well as all fees, licenses, permits, business and occupational taxes for the Work. The GMP also includes all overhead and Profit to design and construct the CFJC Project.

DESIGN-BUILDER'S FEE

_____ % (figure) of the actual Cost of the Work, in accordance with Article 5.4 of the Contract.

DESIGN-BUILDER'S OVERHEAD

_____ % (figure) of the actual Cost of the Work, in accordance with Article 5.5.23 of the Contract as reasonable compensation for all elements of Field or Site Office and Home Office Overhead not otherwise included in Article 5.5.1 through 5.5.22.

ESTIMATED COST BREAKDOWN OF THE WORK FOR THE PROJECT

Break out of the GMP into the following categories. All items must add up to the proposed GMP.

#	Description	Value
1	Architectural and Engineering Design Cost	\$
2	Pre-Construction Services	\$
3	Construction of Courthouse and Detention Structure	
	01 Foundations	\$
	02 Substructure	\$
	03 Superstructure	\$
	04 Exterior Closure	\$
	05 Roofing	\$
	06 Interior Construction	\$
	07 Conveying systems	\$
	08 Mechanical	\$
	09 Electrical	\$
	10 Equipment	\$
4	Construction of Parking Structure	\$
5	Site Work/Demolition for Project	\$
6	Trench Excavation Safety System per RCW 39.04.180	\$
7	Allowances:	
	Allowance 1: Contaminated Media	\$ 3,500,000
	Allowance 2: Utility Allowance	\$ 1,500,000
8	Design Builder Contingency	\$
9	Design Builder General Conditions	\$
10	Design Builder Overhead ((Total of items 1 – 9) x Stated OH rate identified above))	\$
11	Design Builder Fee ((Total of items 1 – 10) x Stated OH rate identified above))	\$
	Total GMP (total of items 1 – 11)	\$ _____

IDENTIFICATION OF KEY PERSONNEL LABOR RATE

Finalist is required to identify the Direct Labor Rate for all Key Personnel identified in the RFQ and those personnel identified in the RFP Section 3.3.2C2. Please note that the County’s current acceptable maximum direct labor rate is \$68.99 for Architectural, Engineering and Professional Services. The County will review the maximum labor rate limitation and adjust it either upward or downward on or promptly after the anniversary date of Contract Execution.

#	Personnel	Labor Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

FUTURE ALLOWANCES

After Contract Execution, the County has the option to add, by Change Order, two Allowance items that total \$5 million for the Design Builder to assist the County in the purchase and installation of furniture, fixtures, and equipment (FFE). The County may exercise this option during the design phase of the Project.

BAFO GUARANTEE

The undersigned agrees that this BAFO may be accepted by the County anytime within the one hundred fifty (150) calendar days after the BAFO Due Date, and the undersigned further agrees to submit a fully executed Agreement, insurance certificates, and performance and payment bond within ten (10) calendar days after receipt of the Notice of Intent to Award Contract from the County.

BAFO FROM:

(BAFO firm name)

(Authorized BAFO representative - Signature)

(Representative's printed name and title)

Date: _____

Address: _____

Phone: _____

Email: _____

State of Washington Contractor's License No: _____

BAFO FORM D
ALTERNATES

The Finalist is required to complete this form. Finalists shall provide a price for each of the identified Alternates. Failure to complete the form and submit to the County may result in the Finalist being declared non-responsive and disqualified from the BAFO process.

ID #	Alternate	Estimated Cost
1	Full Expansion to Phase 1 Areas	\$ _____
2	Expansion of Detention Area	\$ _____
3	Shell and Core Family Law Court Program	\$ _____
4	Alder Academy School	\$ _____

By completing this BAFO Form D, the Finalist certifies that none of the Alternate costs (above) have been included within the Finalist's GMP for the design and construction of this project as defined in the BAFO. The inclusion of any one or more of these Alternates may occur at the County's option after Contract Execution, by Change Order for performance during Phase 1A of the Project.

Date: _____

(Finalist Firm Name)

(Authorized Finalist Representative's signature)

(Representative's printed name and title)

Summary Description of Owner Requested Alternates

A. Alternate 1: Full Floor Expansion

- This item includes the expansion of areas included in the Phase 1 program as defined in the Facility Program, Appendix B that will require expansion as identified in the Phase 2 Facility Program. These areas total 12,218 sf and are summarized below.

EXPANDED PHASE 1 COURTS AREAS					
ID	Function/Space	No of Units	SF/Unit	Total Dept. SF	Floor Location
1.100	Entry security Screening			475	1-lobby
1.200	Public Lobby			1,321	1-lobby
1.300	Child Care			387	2- child care
1.400	Shared Meeting Spaces			1,235	1-Conf ctr
1.500	Staff Support			780	Bsmt-Wellness
1.600	Information Technology/MIS			187	Bsmt-Facility
1.800	Facilities & Building Services			3,068	Bsmt-Facility
2.000	Resource Center			325	1-lobby
3.103	Judicial Offices			949	2-Judicial
Department Gross Area				8,727	
Building Grossing Factor			40.0%	3,491	
EXPANDED PHASE 1 COURTS AREAS				12,218	

B. Alternate 2 Expansion of Detention Area:

- This item includes the additional expansion of specific detention areas, identified in the Facility Program, Appendix B, These areas total 4,115 sf and are summarized identified below:

EXPANDED DETENTION AREAS					
ID	Function/Space	No of Units	SF/Unit	Total Dept. SF	Floor Location
1.300	Administration			819	2-Detention
2.100	Detention Admin (inside security)			208	1
4.200	Recreation			460	1
5.100	Housing			1,320	1
3.000	Support Services			133	1
Department Gross Area				2,940	
Building Grossing Factor			40.0%	1,176	
EXPANDED DETENTION AREAS				4,115	

C. Alternate 3 Shell and Core Family Law Court Program:

- This item includes the shell and core build out of spaces required for the family law court program as defined in the Facility Program, Appendix B. These areas total 70,061 sf and are summarized below.

NEW COURT AREAS for FAMILY LAW					
ID	Function/Space	No of Units	SF/Unit	Total	Floor Location
1.400	Shared Meeting Spaces			1,248	new
1.500	Staff Support			2,288	new
14.000	Family Law Functions				new
14.100	Family Court Operations			4,675	new
14.200	Family Law Courtrooms			22,627	new
14.300	FLIC - Family Law Information Center (<i>Pro Se</i>)			2,038	new
15.000	Law Library			3,806	new
9.000	Judicial Administration/Clerk			2,467	new (2-existing)
10.000	Prosecuting Attorney-Family Support Unit			9,318	new
11.000	Public Defender			1,576	new
Department Gross Area				50,044	
Building Grossing Factor			40.0%	20,017	
NEW COURT AREAS for FAMILY LAW				70,061	

D. Alternate 4 Alder Academy:

- This item includes the performance Criteria are set forth in Owner's Project Criteria. The estimated square footage for the School is 5,600sq.ft. Finalist's estimated value to design and build this Alternate:

ID	Function/Space	No of Units	SF/Unit	Total Net SF
1	Classrooms (for 12+ teacher)	3	600	1800
2	Special Ed Classroom	1	300	300
3	Youth Toilets	2	130	260
4	Time Out Room	1	100	100
5	Reception Waiting	1	80	80
6	School Office	1	200	200
7	Staff Toilets	1	45	45
8	Supply Storage/Teacher workroom	1	200	200
Department Net Area				2985
Grossing Factor		30%		896
Department Area				3,881
Grossing Factor		40%		1,553
TOTAL AREA for ALDER ACADEMY				5,444

BAFO FORM E
COMMITMENT TO MEET SCS UTILIZATION REQUIREMENT

The Finalist is required to complete this form. Failure to complete the form and submit to the County may result in the Finalist being declared non-responsive and disqualified from the BAFO process.

King County
Design-Build Request for BAFOs – Contract No. C00863C13
Children and Family Justice Center Design-Build Project

Finalist's Name: _____

The minimum SCS Utilization Requirement for this Project is 17% of the Budgeted GMP dollar amount.

“Finalist's level of meeting the SCS Utilization Requirement expressed as a percentage of the Budgeted GMP (\$154,000,000) Dollar Amount, as amended by Change Order _____%.”

Date: _____

Signature:

Title

**BAFO FORM H
COMMITMENT LETTER FROM SURETY**

The Finalist is required to submit a letter of commitment from the Surety which complies with the requirements of the BAFO. Failure to submit this letter of commitment may result in the Finalist being declared non-responsive and disqualified from the BAFO process.

Attach Surety Letter of Commitment.

**BAFO FORM I
COMMITMENT LETTERS FROM INSURERS**

The Finalist is required to submit a letter of commitment from the Surety which complies with the requirements of the BAFO. Failure to submit this letter of commitment may result in the Finalist being declared non-responsive and disqualified from the BAFO process.

Attach Insurers Letters of Commitment.

**BAFO Form R
NO COST TEST FIT TEMPLATE
(Excel file provided)**

The Finalist is required to complete this form. Failure to complete the form and submit to the County may result in the Finalist being declared non-responsive and disqualified from the BAFO process.

BAFO FORM R
NO COST TEST FIT TEMPLATE

Program Area Summary

	Courts		Detention		Total		Delta
	BAFO	Proposal	BAFO	Proposal	BAFO	Proposal	
Net SF	75,999	0	57,698	0	133,697	0	133,697
Department SF	97,852	0	80,444	0	178,296	0	178,296
Dept. Grossing Factor	136,993	0	92,526	0	229,519	0	229,519
Efficiency	55%	#DIV/0!	62%	#DIV/0!	58%	#DIV/0!	#DIV/0!

Additional areas provided

Court Program Area Comparison Template

Facility Program Requirement					Finalist's Plan Area					
		A	B	C		D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF		No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
1.1	Entry Security Screening									
1.101	Pre-Checkpoint Queue Area	1	400	400						
1.102	Public Gun Check Room	1	80	80						
1.103	Fire Access Control Panel (FACP)	1	100	100						
1.104	Magnetometer	2	50	100						
1.105	Parcel Scanner (Xray)	2	100	200						
1.106	Exit Lane	2	80	160						
1.107	Post-Checkpoint Area	1	280	280						
1.108	Security Post at Screening	1	45	45						
1.109	Calming Room	1	100	100						
1.110	AFIS Room	1	120	120						
1.111	Judicial Officers' & Staff Entrance w/Screening	1	150	150						
1.2	Public Lobby									
1.201	Lobby (Arrival & Court)	1	720	720						
1.202	Information Kiosks	3	16	48						
1.203	Food Service - Cafe w/Seating	1	600	600						
1.204	Public Toilets (male & female)	6	180	1080						
1.3	Public Child Care									
1.301	Child Care Office	1	100	100						
1.302	Child Care Check-in Lobby	1	70	70						
1.303	Child Care Kitchenette	1	48	48						
1.304	Child Care Storage	1	48	48						
1.305	Child Care - Play Area	1	400	400						
1.306	Child Care Toilets	2	50	100						
1.4	Shared Meeting Spaces									
1.401	Conference/Training Center	1	1200	1200						
1.402	Conference/Training Storage	1	120	120						
1.403	Conference/Training Kitchenette	1	90	90						
1.404	Conference/Training Toilets	2	80	160						
1.405	Larger Shared Conference (15-18)	1	360	360						
1.406	Medium Shared Conference (8-12)	6	240	1440						
1.407	Smaller Shared Conference (4-6)	4	120	480						

Facility Program Requirement					Finalist's Plan Area					
		A	B	C		D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF		No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
1.5	Staff Support									
1.501	Staff Break Room	2	400	800						
1.502	Coffee Counter	5	60	300						
1.503	Staff Toilets (male & female)	12	120	1440						
1.504	Quiet/Lactation Room	1	120	120						
1.505	Wellness/Exercise Room	1	300	300						
1.506	Staff Lockers & Showers (M&F)	2	200	400						
1.6	Information Technology/MIS									
1.601	SCIT Support Staff	2	80	160						
1.602	SCIT Computer Equipment Staging & Storage	1	120	120						
1.603	KCIT MDF - Main Distribution Frame	1	1000	1000						
1.604	KCIT MPOE (Main Point of Entry)	2	100	200						
1.605	KCIT Other Floor IDF Rooms	3	150	450						
1.606	FMD Security Electronics Room	1	400	400						
1.7	Facilities & Building Support									
1.701	Facilities Manager	1	100	100						
1.702	Line Staff Workstations	3	48	144						
1.703	Clean Shop Area	1	200	200						
1.704	Tool and Parts Crib	1	300	300						
1.705	Maintenance Storage	1	250	250						
1.706	Service Entry/Loading Dock	1	200	200						
1.707	Receiving Area	1	150	150						
1.708	Supply Clerk	1	80	80						
1.709	Mail Screening/Xray	1	200	200						
1.710	Mail Room	1	125	125						
1.711	General Storage	1	1000	1000						
1.712	Kids' Closet Storage	1	100	100						
1.713	Trash/Compactor	1	300	300						
1.714	Recycling Sorter/Containers	1	150	150						
1.715	Maint./Custodial Staff Break Area	1	160	160						
1.716	Maint./Custodial Staff Toilet/Lockers	1	90	90						
1.717	Custodial Supplies and Storage	1	200	200						

Facility Program Requirement					Finalist's Plan Area					
		A	B	C		D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF		No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
1.718	Custodial Closets	3	60	180						
2.1	Resource Center									
2.101	Waiting	1	170	170						
2.102	Information Desk	1	120	120						
2.103	Education/Medicaid Advocate	1	80	80						
2.104	School District Liaison	1	64	64						
2.105	Superior Court Scheduler	1	64	64						
2.106	Public Health/DCHS Reps	2	64	128						
2.107	DJAD/ASD Workstation	1	64	64						
2.108	Service Providers Area	6	36	216						
2.109	Interview Rooms	2	120	240						
2.110	Interpreter Coordinator	1	100	100						
2.111	Vesting Interpreter Workroom	1	180	180						
2.112	Equipment Storage	1	20	20						
2.113	Lockers	12	4	48						
2.114	Kids' Closet Storage	1	150	150						
2.115	Kids' Closet Changing Room	2	25	50						
2.116	Coffee Counter	1	60	60						
3.1	Chief Juvenile & Offender Courts									
3.101	Offender Courtroom	4	1200	4800						
3.102	Chief Juvenile Courtroom	1	1200	1200						
3.103	Sound Lock/Vestibule	5	80	400						
3.104	Courtroom Electronic Equipment	5	50	250						
3.105	Courtroom Exhibit Storage	5	25	125						
3.106	Public Check-in Counter	1	80	80						
3.107	Court Program Specialist	1	48	48						
3.108	Courtroom Holding/Interview	3	300	900						
3.109	Courtroom Public Waiting (20)	5	300	1500						
3.110	Juvenile Justice 101 Storage	1	60	60						
3.111	Department of Public Defense Drop Space	1	360	360						
3.112	Meeting Room Larger	4	140	560						
3.113	Meeting Room Smaller	8	100	800						
3.2	Dependency Courts									

BAFO FORM R
NO COST TEST FIT TEMPLATE

Facility Program Requirement					Finalist's Plan Area					
		A	B	C		D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF		No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
3.201	Dependency Courtroom	3	1200	3600						
3.202	Sound Lock/Vestibule	3	80	240						
3.203	Courtroom Electronic Equipment	3	50	150						
3.204	Courtroom Exhibit Storage	3	25	75						
3.205	Courtroom Holding/Interview	2	300	600						
3.206	Courtroom Public Waiting (20)	3	300	900						
3.207	Family Court Director & Operations Manager	1	200	200						
3.208	FJ CIP Program Manager	1	64	64						
3.209	Dependency Coordinators	3	64	192						
3.210	Public Check-in Counter	2	80	160						
3.211	Dependency Mediator	1	100	100						
3.212	Mediation Room	1	200	200						
3.213	Parent for Parent Coordinator & Workroom	1	150	150						
3.214	Parent for Parent Volunteer Station			0						
3.215	Dependency CASA Room	1	200	200						
3.216	Department of Public Defense Drop Space	1	360	360						
3.217	Meeting Room Larger	3	140	420						
3.218	Meeting Room Smaller	3	100	300						
3.3	Becca and Treatment Courts									
3.301	Becca/ Juvenile Drug Court Treatment Courtroom	1	1600	1600						
3.302	Family Treatment Courtroom	1	1400	1400						
3.303	Sound Lock/Vestibule	2	80	160						
3.304	Courtroom Electronic Equipment	2	50	100						
3.305	Courtroom Exhibit Storage	2	25	50						
3.306	Courtroom Holding/Interview	1	300	300						
3.307	Courtroom Public Waiting (30)	2	450	900						
3.308	Meeting Room Larger	2	160	320						
3.309	Meeting Room Smaller	2	140	280						
3.4	Judicial Offices									
	6 Judicial Officer Suite									

Facility Program Requirement					Finalist's Plan Area					
		A	B	C		D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF		No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
3.401	Reception	4	20	80						
3.402	Judicial Chambers	6	300	1800						
3.403	Bailiff	6	80	480						
3.404	Copy/Supply Room	1	100	100						
3.405	File Area	12	6	72						
3.406	Coffee Counter	1	60	60						
3.407	Male Restroom (w/3 stalls)	1	120	120						
3.408	Female Restroom (w/3 stalls)	1	120	120						
	<i>4 Judicial Officer Suite</i>									
3.409	Reception	2	20	40						
3.410	Judicial Chambers	4	300	1200						
3.411	Bailiff	4	80	320						
3.412	Copy/Supply Room	1	100	100						
3.413	File Area	4	6	24						
3.414	Coffee Counter	1	60	60						
3.415	Male Restroom (w/2 stalls)	1	80	80						
3.416	Female Restroom (w/2 stalls)	1	80	80						
	<i>1st Floor Courtrooms</i>									
3.417	Presiding Judicial Office	1	140	140						
3.418	Judicial Office	1	120	120						
3.419	Judicial Restroom	2	50	100						
	<i>Shared Space</i>									
3.420	Judicial Conference Room	1	400	400						
3.421	Judicial Break Room	1	120	120						
4.1	Administration									
4.101	Juvenile Court Services Director	1	180	180						
4.102	Probation Div. Manager	1	120	120						
4.103	Juvenile Services Div. Manager	1	120	120						
4.104	Juvenile Treatment Svc. Div Mgr.	1	120	120						
4.105	Project/Program Manager III	1	64	64						
4.106	Project/Program Manager II	1	64	64						
4.107	Confidential Secretary	1	80	80						
4.108	Admin Specialist	1	48	48						

Facility Program Requirement				Finalist's Plan Area						
		A	B	C		D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF		No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
4.2	Reform Initiatives, Analysts, Evaluators									
4.201	JJOMP Coordinator (OMB)	1	120	120						
4.202	PPM III	1	64	64						
4.203	PPM II	1	64	64						
4.3	Shared Space									
4.301	Reception/Waiting	1	80	80						
4.302	Copy/Fax/Supplies	1	100	100						
4.303	Files (active only)	1	250	250						
4.304	Mail Area	1	20	20						
5.1	Consolidated Intake Unit									
5.101	JPC	14	100	1400						
5.102	JPC Supervisor	1	100	100						
5.103	Chemical Dependency Professional	1	100	100						
5.104	Adm. Specialist	2	48	96						
5.2	City Unit/Supervision									
5.201	JPC	8	100	800						
5.202	JPC Supervisor	1	100	100						
5.203	Adm. Specialist	1	48	48						
5.3	Community Program/Restitution Monitor									
5.301	Youth Program Specialist	5	64	320						
5.302	JPC Supervisor	1	100	100						
5.303	Restitution Monitor	1	64	64						
5.304	Storage Closet	1	80	80						
5.4	Records Unit									
5.401	Adm. Specialist	1	48	48						
5.402	Supervisor	1	80	80						
5.403	Archiving Workspace & Scanner	1	80	80						
5.404	File storage	1	39	39						
5.405	Copy/Fax/Supplies	1	120	120						
5.5	Evidence Based Programs & Student Intern Unit									
5.501	Lead JPC	1	100	100						

Facility Program Requirement					Finalist's Plan Area					
		A	B	C		D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF		No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
5.502	Juvenile Services Technician	1	64	64						
5.503	Intern Desks	5	36	180						
5.6	Warrants									
5.601	WACIC Coordinator	1	100	100						
5.7	Shared Space									
5.701	Reception/Waiting	1	700	700						
5.702	Interview Room Large	3	140	420						
5.703	Interview Room Small	3	120	360						
5.704	UA Sample Room	1	80	80						
5.705	JPC "Hot" Workstations for Field Staff	5	36	180						
5.706	Copy/Fax/Supplies	1	180	180						
5.707	Mail Area	1	20	20						
5.708	Break Room	1	220	220						
6.1	Juvenile Drug Court									
6.101	Reception/Waiting	6	20	120						
6.102	Juvenile Probation Counselor (JPC)	4	100	400						
6.103	Drug Court Supervisor	1	100	100						
6.104	Adm. Specialist	1	48	48						
6.105	Chemical Dependency Professional	1	100	100						
6.106	Social Services Program Coordinator	1	100	100						
6.2	Family Treatment Court									
6.201	Reception/Waiting	6	20	120						
6.202	Interview Room	1	120	120						
6.203	Supervisor/Program Manager	1	100	100						
6.204	Recruitment Specialist	1	100	100						
6.205	Court Program Specialist	1	100	100						
6.206	Treatment Liaison	1	100	100						
6.207	Adm. Specialist	1	48	48						
6.208	File Storage	1	60	60						
6.209	Copy/Fax/Supplies	1	100	100						
6.21	UA Sample Room	1	80	80						
6.3	Juvenile Justice Assessment Team (JJAT)									

Facility Program Requirement				Finalist's Plan Area					
		A	B	C	D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF	No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
6.301	JJAT Coordinator/Social Worker	1	100	100					
6.302	Chemical Dependency Professionals	2	100	200					
6.303	MH Liaisons	3	100	300					
6.304	Psychologist	1	120	120					
6.305	Admin./Clerical	1	48	48					
6.306	Clinical Psychologist Intern	3	48	144					
7.1	Partnership for Youth Justice								
7.101	Reception/Waiting	1	96	96					
7.102	Lead Area Manager	1	100	100					
7.103	Area Program Manager	1	100	100					
7.104	Financial Screener	1	100	100					
7.105	Adm. Specialist	2	48	96					
7.106	Copy/Fax/Supplies	1	100	100					
7.107	Mail Area	1	20	20					
7.2	At-Risk Youth (Becca) Program								
7.201	ARY Program Manager	1	100	100					
7.202	ARY Case Manager	1	100	100					
7.203	Truancy Program Assistant	1	48	48					
7.3	Court Operations								
7.301	Court Operations Supervisor	1	100	100					
7.302	Case Setting Coordinator	1	64	64					
7.303	Case Setting Room	1	240	240					
7.304	Court Program Specialist	3	64	192					
8.1	Dependency CASA								
8.101	Waiting Area	2	15	30					
8.102	Admin Specialist	2	48	96					
8.103	Interview Room	1	120	120					
8.104	Program Manager	1	120	120					
8.105	Supervisor	1	100	100					
8.106	Asst. Program Managers (Social Wkr.)	7	100	700					
8.107	Attorney (incl. GAL - guardian ad litem)	3	100	300					

Facility Program Requirement					Finalist's Plan Area					
		A	B	C		D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF		No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
8.108	Paralegal	1	64	64						
8.109	Admin Supervisor	1	64	64						
8.11	File Storage	1	100	100						
8.111	Copy/Fax/Supplies	1	100	100						
8.112	Volunteer Work Area	3	53	159						
9.1	Management									
9.101	Manager Office	1	120	120						
9.102	Lead	1	48	48						
9.2	Cashiering									
9.201	Counter Waiting Area (5 people/window)	2	50	100						
9.202	Public Counter w/Clerk Workstation	1	80	80						
9.203	Forms Storage	1	36	36						
9.204	Cash Handling Area (secure; w/vault)	1	180	180						
9.205	Copier	1	80	80						
9.3	Case Processing									
9.301	Workstations w/o Public Counter	3	48	144						
9.302	Work Area	1	75	75						
9.303	EDP Staff - Imaging Workstation	2	64	128						
9.304	Imaging Work Area	1	80	80						
9.305	Document Destruction Staging	1	150	150						
9.4	Records Services									
9.401	Counter Waiting Area (5 people/window)	2	50	100						
9.402	Public Counter w/Clerk Workstation	1	80	80						
9.403	Workstations w/o Public Counter	1	48	48						
9.404	Public terminals	3	48	144						
9.405	Public copier	1	36	36						
9.406	Restricted Viewing Room	1	120	120						
9.407	Will-Call/Pick-up	1	120	120						
9.408	Exhibit Storage	1	180	180						
9.409	Secure Storage/Safe	0.6	100	60						
9.41	Restricted Viewing Room	1	100	100						

Facility Program Requirement					Finalist's Plan Area					
		A	B	C		D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF		No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
9.411	Forms Storage	1	60	60						
9.412	Copier	1	80	80						
9.5	Court Services									
9.501	Courtroom Clerk Perching Workspace	5	48	240						
9.6	Step-Up Program									
9.601	Staff Office	2	100	200						
9.7	Shared Spaces									
9.701	Copy/Fax/Supplies	1	100	100						
9.702	Mail Area	1	20	20						
9.703	Coffee Counter	1	60	60						
10.1	Juvenile Offender Unit									
10.101	Reception/Waiting	12	15	180						
10.102	Interview Room	2	100	200						
10.103	Large Interview Room	1	160	160						
10.104	File Storage	1	200	200						
10.105	Secure Storage	1	60	60						
10.106	DPA Unit Chair	1	150	150						
10.107	Supervising DPA	5	120	600						
10.108	DPA	13	100	1300						
10.109	Staff Supervisor	1	80	80						
10.110	Paralegal	4	80	320						
10.111	Legal Assistant	10	48	480						
10.112	Intern	3	48	144						
10.113	Supervisor - Victim Advocate Unit	2	100	200						
10.114	Victim Advocate	2	64	128						
10.115	Clerical Support Staff	1	48	48						
10.116	Victim Waiting Area (for 5-6)	1	100	100						
10.117	Victim Waiting Area Restroom	1	50	50						
10.118	Copy/Fax/Supplies	1	120	120						
10.119	Break Room	1	120	120						
11.1	Juvenile Offender Unit									
11.101	Public Waiting	5	15	75						
11.102	Interviewer Office	1	120	120						
11.103	Coordinator Office	1	100	100						

Facility Program Requirement				Finalist's Plan Area						
		A	B	C		D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF		No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
11.104	Copy/Fax/Supplies	1	100	100						
12.1	Juvenile Court Office									
12.101	AG Workroom & Carrels	1	100	100						
12.102	CA Social Workers/Child Advocates	3	64	192						
12.103	CA Workroom (carrels + tables)	1	100	100						
12.104	CA Office Assistants	1	48	48						
12.105	Coffee Counter	1	20	20						
12.106	Copy/Fax/Supplies	1	100	100						
13.1	Security Operations									
13.101	SO Sergeant's Office (2-3 desks)	1	100	100						
13.102	FMD Sergeant's Office (1 desks)	1	100	100						
13.103	Open Workspace	1	200	200						
13.104	Secure Storage	2	64	128						
13.105	Interview Room	1	100	100						
13.106	Temporary Holding Cell (detained/ remanded)	1	80	80						
13.107	Security Staff Locker/Change (M) (30 lockers with 24 full and 6 half sized)	1	180	180						
13.108	Security Staff Locker/Change (F) (15 lockers with 11 full and 4 half sized)	1	90	90						
13.109	Staff Toilet (M)	2	40	80						
13.11	Staff Toilet (F)	1	50	50						
13.111	Coffee Counter/Break Area	1	60	60						
13.2	Central Juvenile Holding									
13.201	Pedestrian Security Vestibule	1	100	100						
13.202	Search & Staging Area	1	80	80						
13.203	Staff Work/Waiting Area	1	120	120						
13.204	Single Holding Cell	10	60	600						
13.205	Open Seating	10	20	200						
13.206	Control Station	1	120	120						
13.207	Safety Equipment Storage	1	50	50						
13.208	Attorney Interview Booth	4	60	240						
13.209	Attorney Waiting/Reception	1	120	120						
13.210	Coffee Counter/Break Area	1	60	60						
13.211	Staff Toilet	2	50	100						

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Facility Program Requirement				Finalist's Plan Area						
		A	B	C		D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF		No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
13.3	Central Adult Holding									
13.301	Pedestrian Security Vestibule	1	80	80						
13.302	Single Holding Cell (1)	5	60	300						
13.303	Group Waiting	5	25	125						
13.304	Safety Equipment Storage	1	50	50						
13.305	Coffee Counter/Break Area	1	50	50						
13.306	Attorney Interview Booth	1	60	60						
13.307	Attorney Waiting/Reception	1	80	80						
13.308	Staff Toilet	1	50	50						
	Net Square Feet			75,999				-		
	Departmental Gross Square Feet			97,852				-		
	Building Gross Square Feet			136,993				-		
	Overall Building Efficiency			55.5%				#DIV/0!		

Dention Program Area Comparison Template

Facility Program Requirement				Finalist's Plan Area					
ID	Function/Space	A No. Of Units	B SF/Unit	C Total Net SF	D No. Of Units	E SF/Unit	F Total Net SF	G Variance (F - C = G) Net SF	H Variance Comments
1.102	Visitor Lobby and Processing	1	400	400					
1.103	Vending Alcove	2	15	30					
1.104	Visitors' Lockers	40	1.5	60					
1.105	Public Toilets (male/female)	2.000	50	100					
1.200	Visitation								
1.201	Sallyport	1	80	80					
1.202	Group Visiting	1	350	350					
1.203	Private Attorney Visiting Rooms	5	60	300					
1.204	Private Visiting Rooms	1	150	150					
1.205	Non-Contact Visitation	1	80	80					
1.206	Juvenile Search	1	60	60					
1.300	Detention Administration								
	Director's Area								
1.301	DAJD Juvenile Division Director	1	180	180					
1.302	Conference Room/Crisis Center	1	240	240					
1.303	Assistant Director	1	100	100					
1.304	Confidential Secretary	1	100	100					
1.305	Facilities Special Projects	1	64	64					
1.306	Analyst PPM3	1	64	64					
1.307	Chaplain	2	64	128					
1.308	Volunteer Coordinator	1	64	64					
1.309	Training Coordinator	1	64	64					
1.310	Administration Storage	1	100	100					
	ASD and CSO Area								
1.311	Reception Counter/Waiting	1	200	200					
1.312	CSO Supervisor	1	100	100					
1.313	CSO (Community Supervision) Office	3	64	192					
1.314	CSO (Community Supervision)	6	64	384					
1.315	CSO File Storage	1	36	36					
1.316	Placement Specialist	4	100	400					
1.317	Expediter	1	100	100					
1.318	Interview Room	2	120	240					
1.319	Clerical Support	2	64	128					
1.320	Permanent ASD File Storage	1	100	100					
1.321	Copy/Fax/Supply Workroom	1	80	80					
1.322	Mail Sorting and Boxes	1	60	60					
1.323	Electronic Monitor Storage	1	80	80					
1.324	Small Conference Room	1	400	400					
1.325	Conference/Training Room	1	1,000	1,000					

Dention Program Area Comparison Template

Facility Program Requirement				Finalist's Plan Area					
ID	Function/Space	A No. Of Units	B SF/Unit	C Total Net SF	D No. Of Units	E SF/Unit	F Total Net SF	G Variance (F - C = G) Net SF	H Variance Comments
1.326	Conference Storage	1	150	150					
1.327	Coffee Station	1	20	20					
1.328	Staff Toilet - Male and Female	2	240	480					
2.100	Detention Administration (Inside Security)								
2.101	Chief of Operations	1	120	120					
2.102	Administrative Staff	1	64	64					
2.103	Scheduling Supervisor	1	100	100					
2.104	Supervisor Workstations	4	64	256					
2.105	Interview Room	1	80	80					
2.106	Detention Officer Workroom	1	80	80					
2.107	On-Duty Supervisor	1	160	160					
2.108	Lockable Storage Room	1	80	80					
2.109	Staff Training/Briefing Room	1	400	400					
2.110	Staff Toilet	2	50	100					
2.200	Central Control								
2.201	Sallyport	1	60	60					
2.202	Central Control Room	1	150	150					
2.203	Electronic Equipment	1	180	180					
2.204	Staff Toilet	1	50	50					
2.300	Admissions and Release								
2.301	Vehicle Sally Port (in grossing factor)	1	1,200	-					
2.302	High Security Holding Cell	2	70	140					
2.303	Metal Detector Screening	1	50	50					
2.304	Intake Counter	1	60	60					
2.305	Holding Cell	2	50	100					
2.306	Group Open Waiting	1	200	200					
2.307	RN Health Screening Alcove	1	50	50					
2.308	AFIS Station	1	96	96					
2.309	Screener Supervisor	1	64	64					
2.310	Screener Workstations	3	48	144					
2.311	Screener Interview Rooms	2	64	128					
2.312	Records	1	80	80					
2.313	Commitment Officer	1	64	64					
2.314	Intake Officer Workstations	3	48	144					
2.315	Shower/Changing/Toilet Rooms	2	90	180					
2.316	Clothing Issue Storage	1	120	120					
2.317	Personal Property Storage	1	500	500					
2.318	Release Dressing Room	1	60	60					

Dention Program Area Comparison Template

Facility Program Requirement				Finalist's Plan Area					
ID	Function/Space	A No. Of Units	B SF/Unit	C Total Net SF	D No. Of Units	E SF/Unit	F Total Net SF	G Variance (F - C = G) Net SF	H Variance Comments
2.319	Release Group Open Waiting	1	100	100					
2.320	Mattress Cleaning and Storage	1	130	130					
2.321	Staff Toilet	2	50	100					
2.322	Janitor's Closet	1	40	40					
2.400	Staff Support								
2.401	Staff Dining Room	1	400	400					
2.402	Kitchen/Pantry	1	125	125					
2.403	Staff Break Room	1	250	250					
2.404	Staff Entrance/Sallyport	1	80	80					
2.405	Locker Room - Male	1	750	750					
2.406	Locker Room -Female	1	750	750					
2.407	Off Duty Room	2	80	160					
2.408	Wellness/Exercise Room	1	250	250					
3.100	Food Service								
3.101	Sallyport	1	80	80					
3.102	Receiving	1	100	100					
3.103	Dry Storage	1	300	300					
3.104	Walk-In Refrigerator	1	150	150					
3.105	Walk-in Freezer	1	250	250					
3.106	Food Prep/Cooking/Tray Prep	1	500	500					
3.107	Scullery	1	150	150					
3.108	Cart Wash/Storage	1	250	250					
3.109	Food Service Supervisor	1	100	100					
3.110	Secure Storage	1	40	40					
3.111	Waste/Refuse Area	1	40	40					
3.112	Staff Workstation	1	150	150					
3.113	Staff Toilet	1	50	50					
3.114	Laundry Alcove	1	40	40					
3.115	Janitor's Closet	1	40	40					
3.200	Medical Services								
Medical Administration									
3.201	Waiting	1	100	100					
3.202	Waiting Area Toilet	1	50	50					
3.203	Medical Laboratory (Spec. Collection)	1	125	125					
3.204	Interview - Nurse Assessment	1	80	80					
3.205	Interview - Mental Health Assessment	2	80	160					
3.206	Mental Health Lead	1	100	100					
3.207	Mental Health Staff	3	48	144					

Dention Program Area Comparison Template

Facility Program Requirement				Finalist's Plan Area					
ID	Function/Space	A No. Of Units	B SF/Unit	C Total Net SF	D No. Of Units	E SF/Unit	F Total Net SF	G Variance (F - C = G) Net SF	H Variance Comments
3.208	Medical Records	1	140	140					
3.209	Clerical Workstation	1	48	48					
3.210	Health Service Supervisor Office	1	100	100					
3.211	Occupational Health Nurse	1	100	100					
3.212	Nurses Station	1	330	330					
3.213	Charting Area	1	25	25					
3.214	Staff Workroom	1	200	200					
	Medical Clinic and Infirmary								
3.215	Medical Exam Room	2	100	200					
3.216	Medical Procedures	1	130	130					
3.217	Dental Suite	1	120	120					
3.218	Medical Staff Office	1	160	160					
3.219	Medication Room	1	90	90					
3.220	Isolation Room	1	110	110					
3.221	Isolation Vestibule	1	80	80					
3.222	Isolation Shower	1	50	50					
3.223	Infirmary Rooms	3	110	330					
3.224	Observation Room	1	70	70					
3.225	Food Staging Area	1	50	50					
3.226	Shower/Tub Room	1	120	120					
	Medical Clinic and Infirmary Support Spaces								
3.227	Staff Toilet	1	50	50					
3.228	Clean Utility/Linen/Storage	1	60	60					
3.229	Soiled Utility	1	40	40					
3.230	Medical Storage/Equipment	1	100	100					
3.231	Janitor's Closet	1	40	40					
3.300	General Services								
3.301	Mail Screening	1	120	120					
3.302	Storage Supply Clerk	1	64	64					
3.400	Detention IT Services								
3.401	IT Manager	1	64						
3.402	IT Workroom	1	120	120					
3.403	IT Storage	1	120	120					
4.100	Education								
4.101	Multipurpose Classroom	1	600	600					
4.102	Teacher Workroom	4	64	256					
4.103	Teacher Workroom - Toilet	1	50	50					
4.200	Recreation								

Dention Program Area Comparison Template

Facility Program Requirement				Finalist's Plan Area					
ID	Function/Space	A No. Of Units	B SF/Unit	C Total Net SF	D No. Of Units	E SF/Unit	F Total Net SF	G Variance (F - C = G) Net SF	H Variance Comments
4.201	Gymnasium	1	3,000	3,000					
4.202	Storage - Gymnasium	1	300	300					
4.203	Toilet - Gymnasium	1	50	50					
4.204	Janitor's Closet - Gymnasium	1	40	40					
4.205	Recreation Office	1	100	100					
4.206	Volunteers Workroom	3	48	144					
4.207	Staff Toilet - Gymnasium	1	50	50					
4.300	Library and Spiritual Center								
	Library								
4.301	Library	1	1,230	1,230					
4.302	Librarian Office	1	100	100					
4.303	Checkout Counter	1	80	80					
4.304	Library Work Room	1	100	100					
4.305	Library Computer Carrels	14	20	280					
	Spiritual Center								
4.306	Multipurpose Spiritual Room	1	400	400					
4.307	Storage	2	40	80					
4.308	Counseling Office	2	80	160					
5.100	Orientation/Non-Offender Housing Unit Pod A								
	Orientation Unit								
5.101	Staff Station	1	50	50					
5.102	Dayroom/Dining	1	50	300					
5.103	Single Sleeping Rooms	5	70	350					
5.104	Accessible Sleeping Room	1	110	110					
5.105	Pantry	1	25	25					
5.106	Shower/Dressing/Toilet	1	90	90					
5.107	General Storage	1	40	40					
	Non-Offender Unit								
5.101	Staff Station	1	50	50					
5.102	Dayroom/Dining	1	50	300					
5.103	Single Sleeping Rooms	5	70	350					
5.104	Accessible Sleeping Room	1	110	110					
5.105	Pantry	1	25	25					
5.106	Shower/Dressing/Toilet	1	90	90					
5.107	General Storage	1	40	40					
	Shared Spaces for Orientation/Non-Offender Unit								
5.108	Classroom	1	300	300					
5.109	Classroom Storage	1	40	40					

Dention Program Area Comparison Template

Facility Program Requirement				Finalist's Plan Area					
ID	Function/Space	A No. Of Units	B SF/Unit	C Total Net SF	D No. Of Units	E SF/Unit	F Total Net SF	G Variance (F - C = G) Net SF	H Variance Comments
5.110	Classification Offices	2	100	200					
5.111	Janitor Closet	1	40	40					
5.112	Attached Outdoor Recreation	1	300						
5.113	Staff Toilet	1	50	50					
5.200	Typical 16-Bed Living Hall Pod A								
	Hall 1								
5.201	Staff Desk	1	60	60					
5.202	Dayroom/Dining	1	35	630					
5.203	Single Sleeping Rooms	14	70	980					
5.204	Large Sleeping Room	1	110	110					
5.205	Accessible Sleeping Room	1	110	110					
5.206	Pantry	1	25	25					
5.207	Shower/Dressing/Toilet	2	90	180					
5.208	Interview Room	1	80	80					
5.209	General Storage	1	80	80					
5.210	Janitor's Closet	1	40	40					
5.211	Laundry Area	1	60	60					
5.212	Staff Toilet	1	50	50					
5.213	Classroom	1	518	518					
5.214	Classroom Storage	1	40	40					
5.215	Attached Outdoor Recreation	1	450						
5.216	Neighborhood/Pod Station	1	64						
	Hall 2								
5.201	Staff Desk	1	60	60					
5.202	Dayroom/Dining	1	35	630					
5.203	Single Sleeping Rooms	14	70	980					
5.204	Large Sleeping Room	1	110	110					
5.205	Accessible Sleeping Room	1	110	110					
5.206	Pantry	1	25	25					
5.207	Shower/Dressing/Toilet	2	90	180					
5.208	Interview Room	1	80	80					
5.209	General Storage	1	80	80					
5.210	Janitor's Closet	1	40	40					
5.211	Laundry Area	1	60	60					
5.212	Staff Toilet	1	50	50					
5.213	Classroom	1	518	518					
5.214	Classroom Storage	1	40	40					
5.215	Attached Outdoor Recreation	1	450						

Dention Program Area Comparison Template

Facility Program Requirement				Finalist's Plan Area					
ID	Function/Space	A No. Of Units	B SF/Unit	C Total Net SF	D No. Of Units	E SF/Unit	F Total Net SF	G Variance (F - C = G) Net SF	H Variance Comments
5.216	Neighborhood/Pod Station	1	64						
	Hall 3								
5.201	Staff Desk	1	60	60					
5.202	Dayroom/Dining	1	35	630					
5.203	Single Sleeping Rooms	14	70	980					
5.204	Large Sleeping Room	1	110	110					
5.205	Accessible Sleeping Room	1	110	110					
5.206	Pantry	1	25	25					
5.207	Shower/Dressing/Toilet	2	90	180					
5.208	Interview Room	1	80	80					
5.209	General Storage	1	80	80					
5.210	Janitor's Closet	1	40	40					
5.211	Laundry Area	1	60	60					
5.212	Staff Toilet	1	50	50					
5.213	Classroom	1	518	518					
5.214	Classroom Storage	1	40	40					
5.215	Attached Outdoor Recreation	1	450						
5.216	Neighborhood/Pod Station	1	64						
5.300	Typical 16-Bed Living Hall Pod B								
	Hall 1								
5.301	Staff Desk	1	60	60					
5.302	Dayroom/Dining	1	35	630					
5.303	Single Sleeping Rooms	14	70	980					
5.304	Large Sleeping Room	1	110	110					
5.305	Accessible Sleeping Room	1	110	110					
5.306	Pantry	1	25	25					
5.307	Shower/Dressing/Toilet	2	90	180					
5.308	Interview Room	1	80	80					
5.309	General Storage	1	80	80					
5.310	Janitor's Closet	1	40	40					
5.311	Laundry Area	1	60	60					
5.312	Staff Toilet	1	50	50					
5.313	Classroom	1	518	518					
5.314	Classroom Storage	1	40	40					
5.315	Attached Outdoor Recreation	1	450						
	Hall 2								
5.301	Staff Desk	1	60	60					
5.302	Dayroom/Dining	1	35	630					

Dention Program Area Comparison Template

Facility Program Requirement				Finalist's Plan Area					
ID	Function/Space	A No. Of Units	B SF/Unit	C Total Net SF	D No. Of Units	E SF/Unit	F Total Net SF	G Variance (F - C = G) Net SF	H Variance Comments
5.303	Single Sleeping Rooms	14	70	980					
5.304	Large Sleeping Room	1	110	110					
5.305	Accessible Sleeping Room	1	110	110					
5.306	Pantry	1	25	25					
5.307	Shower/Dressing/Toilet	2	90	180					
5.308	Interview Room	1	80	80					
5.309	General Storage	1	80	80					
5.310	Janitor's Closet	1	40	40					
5.311	Laundry Area	1	60	60					
5.312	Staff Toilet	1	50	50					
5.313	Classroom	1	518	518					
5.314	Classroom Storage	1	40	40					
5.315	Attached Outdoor Recreation	1	450						
	Hall 3								
5.301	Staff Desk	1	60	60					
5.302	Dayroom/Dining	1	35	630					
5.303	Single Sleeping Rooms	14	70	980					
5.304	Large Sleeping Room	1	110	110					
5.305	Accessible Sleeping Room	1	110	110					
5.306	Pantry	1	25	25					
5.307	Shower/Dressing/Toilet	2	90	180					
5.308	Interview Room	1	80	80					
5.309	General Storage	1	80	80					
5.310	Janitor's Closet	1	40	40					
5.311	Laundry Area	1	60	60					
5.312	Staff Toilet	1	50	50					
5.313	Classroom	1	518	518					
5.314	Classroom Storage	1	40	40					
5.315	Attached Outdoor Recreation	1	450						
	Hall 4								
5.301	Staff Desk	1	60	60					
5.302	Dayroom/Dining	1	35	630					
5.303	Single Sleeping Rooms	14	70	980					
5.304	Large Sleeping Room	1	110	110					
5.305	Accessible Sleeping Room	1	110	110					
5.306	Pantry	1	25	25					
5.307	Shower/Dressing/Toilet	2	90	180					
5.308	Interview Room	1	80	80					

Dention Program Area Comparison Template

Facility Program Requirement				Finalist's Plan Area					
ID	Function/Space	A No. Of Units	B SF/Unit	C Total Net SF	D No. Of Units	E SF/Unit	F Total Net SF	G Variance (F - C = G) Net SF	H Variance Comments
5.309	General Storage	1	80	80					
5.310	Janitor's Closet	1	40	40					
5.311	Laundry Area	1	60	60					
5.312	Staff Toilet	1	50	50					
5.313	Classroom	1	518	518					
5.314	Classroom Storage	1	40	40					
5.315	Attached Outdoor Recreation	1	450						
5.400	16-Bed Transition/Honor Units Pod C								
	Hall 1								
5.401	Staff Desk	1	40	40					
5.402	Association Space	1	35	630					
5.403	Single Sleeping Rooms	16	110	1,760					
5.404	Unit Kitchen	1	80	80					
5.405	Dining Area	1	15	240					
5.406	General Storage	1	40	40					
5.407	Interview Room	1	80	80					
5.408	Staff Toilet	1	50	50					
5.409	Classroom	1	518	518					
5.410	Classroom Storage	1	40	40					
5.411	Laundry Area	1	60	60					
5.412	Janitor's Closet	1	40	40					
5.413	Attached Outdoor Recreation	1	450						
5.415	16-Bed Transition/Honor Units Pod C								
	Hall 2								
5.416	Staff Desk	1	40	40					
5.417	Association Space	1	35	630					
5.418	Single Sleeping Rooms	14	84	1,176					
5.419	Large Sleeping Room	1	110	110					
5.420	Accessible Sleeping Room	1	110	110					
5.421	Shower/Dressing/Toilet	4	90	360					
5.422	Unit Kitchen	1	80	80					
5.423	Dining Area	1	15	240					
5.424	General Storage	1	40	40					
5.425	Interview Room	1	80	80					
5.426	Staff Toilet	1	50	50					
5.427	Classroom	1	518	518					
5.428	Classroom Storage	1	40	40					
5.429	Laundry Area	1	60	60					

Dention Program Area Comparison Template

Facility Program Requirement				Finalist's Plan Area								
		A	B	C				D	E	F	G	H
ID	Function/Space	No. Of Units	SF/Unit	Total Net SF				No. Of Units	SF/Unit	Total Net SF	Variance (F - C = G) Net SF	Variance Comments
5.430	Janitor's Closet	1	40	40								
5.431	Attached Outdoor Recreation	1	450									
Net Square Feet				57,698							-	
Departmental Gross Square Feet				80,444								
Building Gross Square Feet				92,526								
Overall Building Efficiency				62.4%							#DIV/0!	

**BAFO FORM S
ADDITIONAL SPACE**

The Finalist is required to complete this form. Failure to complete the form and submit to the County may result in the Finalist being declared non-responsive and disqualified from the BAFO process.

Additional Space is defined as any net square foot space beyond Phase 1 requirements included with in the Budgeted GMP.

Additional Area Comparison Template

Facility Program Requirement							Finalist Proposed Additional Area Included			
ID	Function/Space	No. Of Units	SF/Unit	Phase 1 Net SF	Additional Area Requested	Total	No. Of Units	SF/Unit	Total Additional Net SF	Variance Comments
1.100	Entry Security Screening									
1.101	Pre-Checkpoing Queue Area	1	400	400	200	600				
1.102	Parcel Scanner (X-Ray)	2	100	200	25	225				
1.103	Post-Checkpoint Area	1	280	280	140	420				
1.200	Public Lobby									
1.201	Lobby (arrival and court)	1	720	720	240	960				
1.202	Information Kiosks	3	16	48	16	64				
1.203	Food Service - Café w/Seating	1	600	600	400	1000				
1.204	Public Toilets (male & female)	6	180	1,080	360	1,440				
1.300	Public Child Care									
1.301	Child Care Check-in Lobby	1	70	70	26	96				
1.302	Child Care Kitchenette	1	48	48	16	64				
1.303	Child Care Storage	1	48	48	16	64				
1.304	Child Care - Play Area	1	400	400	240	640				
1.400	Shared Meeting Spaces									
1.401	Conference/Training Center	1	1200	1200	800	2000				
1.402	Conference/Training Storage	1	120	120	120	240				
1.403	Conference/Traning Kitchnette	1	90	90	30	120				
1.500	Staff Support									
1.5.03	Wellness/Exercise Room	1	300	300	200	500				
1.504	Staff Lockers & Showers M&F)	2	200	400	400	800				
1.600	Information Technology/MIS									
1.601	Help Desk Staff	2	80	160	64	224				
1.602	SCIT Computer Equipment Staging and Storage	1	120	120	80	200				
1.700	Facilities & Building Support									
1.701	Clean Shop Area	1	200	200	200	400				
1.702	Tool and Parts Crib	1	300	300	300	600				
1.703	Maintenance Storage	1	250	250	250	500				
1.704	General Storage	1	1000	1000	1000	2000				
1.705	Trash Compactor	1	300	300	200	500				
1.706	Recycling Sorter/Containers	1	150	150	100	250				
1.707	Maint./Custodial Staff Break Area	1	160	160	40	200				

Additional Area Comparison Template

Facility Program Requirement							Finalist Proposed Additional Area Included			
ID	Function/Space	No. Of Units	SF/Unit	Phase 1 Net SF	Additional Area Requested	Total	No. Of Units	SF/Unit	Total Additional Net SF	Variance Comments
1.708	Maint./Custodial Staff Toilet/Lockers	1	90	90	210	300				
1.709	Custodial Closets	3	60	180	60	240				
2.100	Resource Center									
2.101	Information Desk	1	170	170	40	210				
2.102	Interpreter Lead Office	1	120	120	60	180				
2.103	Interpreter tables and chairs	1	80	80	75	155				
2.104	Interpreter lounge seating	1	64	64	75	139				
3.100	Juvenile Offender Courts Offices									
3.103	Judicial Conference Room	1	400	400	730	1,130				
	Net Square Feet				6,713			0		
	Departmental Gross Square Feet				8,727					
	Building Gross Square Feet				12,218					
	Overall Building Efficiency				55%			#DIV/0!		

Additional Area Detention Comparison Template

Facility Program Requirement						Finalist Proposed Additional Area Included				
ID	Function/Space	No. Of Units	SF/Unit	Phase 1 Net SF	Additional Area Requested	Total	No. Of Units	SF/Unit	Total Additional Net SF	Variance Comments
1.300	Detention Administration									
1.327	Coffee Station/Lounge	1	20	20	150	170				
1.328	Staff Toilet-Male and Female	2	240	480	480	960				
2.100	Detention Administration (inside security)									
2.107	On-duty Supervisor	1	160	160	160	320				
4.200	Recreation									
4.202	Storage-Gymnasium	1	300	300	100	400				
4.205	Recreation Office	1	100	100	0	100				
4.208	Recreation Storage	0	0	0	300	300				
5.00	Housing									
5.208	Interview Room	3	80	240	240	480				
5.308	Interview Room	4	80	320	320	640				
5.407	Interview Room	4	80	320	320	640				
3.400	Detention IT Service									
3.401	Staff Toilet	1	50	50	50	100				
3.300	General Services									
3.302	Staff Toilet	1	0	0	50	50				
	Net Square Feet				2170				0	
	Departmental Gross Square Ft.				2974					
	Building Gross Square Feet				2495.5					
	Overall Building Efficiency				87%				#DIV/0!	



King County

**CHILDREN AND FAMILY JUSTICE CENTER
CONTRACT NUMBER C00863C13**

Addendum Number 12

Finalists are hereby notified that the solicitation documents of said Contract have been amended as hereinafter set forth:

Ref	Page or Drawing	Location and Description of Change
		PART A – REQUEST FOR PROPOSAL
12.1	Page 11	1.5.6 Permits, Paragraph A, ADD the following sentence: “If the Design Builder’s proposal requires a modification to the previously completed and approved Mitigated Determination of Non-Significance (MDNS) dated 12/6/13 and the subsequent SEPA Notice of Action issued on 1/6/14 as part of the Master Use Permit application review, then the Design Builder shall pay for any additional cost of the Work, including any delay impacts, for revising the SEPA documents and completing the SEPA review process.”
12.2	Page 11	1.5.6 Permits, DELETE paragraph C, and REPLACE with: “C. <u>Seattle Municipal Code, Title 23 Land Use Code</u> : The Design Builder shall base its BAFO on the draft text amendment identified in the attached document, Exhibit 1. The draft text amendment is anticipated to be approved by the City of Seattle as an ordinance relating to land use and zoning, amending Sections 23.47A.004, 23.51A.004, 23.84A.020 and 23.84A.046 of the Seattle Municipal Code.” Exhibit 1, Kristian Koefoed, DPD King County CFJC Amendment ORD, June 17, 2014, Version #12. See attached.
12.3	Page 15	1.5.6 Permits, Paragraph E DELETE “June”, and REPLACE with: “September”
		PART B – FACILITY PERFORMANCE STANDARDS
12.4	Page 71	B. Performance Standards, Section 1 - Architecture, d., Security Wall Construction, 4 th paragraph, ADD the following sentence: “Metal wall panel systems are not allowed.”
12.5	Page 98	B. Performance Standards, Section 2 – Civil and Environmental Engineering, Fire Apparatus Access and Fire Hydrant Coverage DELETE second paragraph.
12.6	Page 100	B. Performance Standards, Section 2 – Civil and Environmental Engineering, Stormwater Flow Control, 1 st paragraph, ADD the following new sentence: “Design Builder shall consider limitations of providing Green Stormwater Infrastructure on the site due to the contaminated soil described in Part E, Reference Documents.”

12.7	Page 100	B. Performance Standards, Section 2 – Civil and Environmental Engineering, Green Stormwater Infrastructure, 1 st paragraph, after the first sentence, ADD the following: “The Design Builder shall note that the Director’s Rules 15-2012, latest version, City of Seattle Department of Planning and Development, states that stormwater infiltration systems may not be constructed on sites where soil and/or groundwater contamination problems have been identified and that infiltration is not permitted within 100 feet of a contaminated site or abandoned landfill. See Part E, Reference Documents related to contamination on the site.”
12.8	Page 101	B. Performance Standards, Section 2 – Civil and Environmental Engineering, ADD new paragraph after Storm Water Quality Treatment paragraph: “Public Open Area Stormwater flow control facilities and Greenwater Stormwater Infrastructure facilities shall not limit or restrict the active use of the Public Open Area as identified in Part C, Facility Program, Chapter 4.”
12.9	Page 166 Addendum 4 Ref 4.4	Section 7 Electrical Engineering Systems, a. Introduction and General Objectives of the Electrical Standard, Sustainability, DELETE 1 st sentence, and REPLACE with: “The Design Build entity shall include vehicle charging stations for 2% of the parking stalls being constructed in Phase 1A and Phase 1B.”
12.10	Page 174	Section 7 Electrical Engineering Systems, b. Electrical Power Performance Criteria, Conduits, ADD the following new sentence at the end of 3 rd bullet under the “Conduits” heading: “MC cable is not permitted to be installed within CMU assemblies or concrete.”
		PART C – FACILITY PROGRAM
12.11	2-21	1.100 Entry Security Screening, Table 2-2, ID 1.109, under Function/Space DELETE “Calming Room” and REPLACE with: “Calming Area”
12.12	2-21	1.100 Entry Security Screening, Table 2-2, ID 1.109, under Comments DELETE “Quiet room near security lines.” and REPLACE with: “Quiet area adjacent to the security queuing lines.”
12.13	2-22	1.100 Entry Security Screening, Figure 2-6, ID 1.109, DELETE “Calming Room” and REPLACE with: “Calming Area”
12.14	2-39	2.000 Resource Center, Table 2-9, ID 2.113 Lockers, under Comments ADD new final sentence: “Lockers should be accessible to Service Providers and Visiting Interpreters”

12.15	2-45	3.100 Chief Juvenile and Offender Courts, Figure 2-14a, Chief Juvenile Courtroom, ADD space adjacent to Courtroom Public Waiting: "3.110 JJ 101 Storage (60 SF)"
12.16	2-46	3.100 Chief Juvenile and Offender Courts, Figure 2-14b, Critical Spatial Relationship for Offender Courts, DELETE : "3.110 JJ 101 Storage (60 SF)"
12.17	2-49	3.200 Dependency Court, Adjacency, ADD new sentence to end of paragraph: "The following spaces should be located in close proximity to each other and to the dependency courtrooms to facilitate calling multiple parties into court: the Dependency CASA Room (3.215), the Attorney General and Children's Administration spaces (12.100) and the DPD Drop Space (3.216)".
12.18	2-55	3.400 Judicial Offices, Component Description, ADD new final paragraph: "Judicial bathrooms shall be grouped together in each Judicial Officer Suite. In the 6 Judicial Officer Suite, 6 stalls shall be provided (3 male, 3 female). In the 4 Judicial Officer Suite, 4 stalls shall be provided (2 male, 2 female). One stall in each bathroom shall be ADA accessible unless more ADA stalls are required by code."
12.19	2-62	5.000 Juvenile Probation Services, Component Description, ADD new sentence to end of paragraph: "Juvenile Probation Officers meet regularly with 3-4 clients within their offices. Offices shall be sized at no less than 100 SF to accommodate this function."
12.20	3-8 Addendum 9 Ref 9.28	DELETE Revised Table 3-1, Addendum 9, and REPLACE with: Revised, Table 3-1 Summary of Detention Space Allocation, Addendum 12. See attached.
12.21	3-9	Chapter 3 Detention Program, ADD the following new text after the "Space Standards" section: "GENERAL PRINCIPLES OF FACILITY LAYOUT Efficiency The County requires that the movement of youth and staff be kept to a minimum in the Detention Facility. This will require an efficient floor plan, that minimizes the distances between the major component areas (2.000 Operations, 3.00 Support Services, 4.000 Programs, 5.000 Housing), thereby reducing the time and effort of moving staff and youth from one area to another. Reducing staff movement will allow a quicker response by staff within the secure detention perimeter to respond to radio calls for assistance (code incidents). Code incidents may be medical in nature, or may be based on a youth's behavior that may result in physical harm to themselves or other persons. The time it takes to respond to a code incident is critical. The County believes distance slows response time, and therefore an efficient floor plan

		<p>promotes safety as well as day to day operations.</p> <p>Visual Access</p> <p>The County requires the areas inside the detention facility to be as visually accessible as possible without relying only on cameras as staff move within the facility and from an assigned post. The concept may be characterized as a “fishbowl”. This will provide an additional level of visual security that will allow staff, and others moving through the facility, the ability to observe and report the status of areas within the facility. “</p>
12.22	3-43	<p>Chapter 3, page 3-43, DELETE Section 5.000 Housing, and REPLACE with:</p> <p>Section 5.000 HOUSING REVISED and new Section 6.000 KEY PROGRAM ADJACENCIES AND VISUAL ACCESS. See attached.</p>
12.23	Part C	DELETE Chapter 4, and REPLACE with new Chapter 4, See attached.
		PART D ROOM DATA SHEETS
12.24	Page 1	DELETE page 1 and insert the revised “Finish and Security Schedule” page 1. See attached.
		PART H DIVISION 01 – GENERAL REQUIREMENTS
12.25	01 11 20	DELETE Section 01 11 20 and REPLACE with: REVISED Section 01 11 20. See attached.
12.26	Part H 01 33 00	<p>DELETE paragraph 1.3.4, and REPLACE with the following new paragraph:</p> <p>“1.3.4 Processing Time: Allow 30 calendar days from receipt of the Design Builder’s submittal(s) for the County to complete its review of the submittal. Parties shall allow the County an additional 15 calendar days to complete its review of any resubmitted documentation or submittals required from the Design Builder. Reference Section 01 11 20 “Design Services and Deliverables” for other County Review Requirements.”</p>

ATTACHED TO THIS ADDENDUM

- Exhibit 1, Kristian Koefoed, DPD King County CFJC Amendment ORD, June 17, 2014, Version #12.
- Revised, Table 3-1 Summary of Detention Space Allocation, Addendum 12.
- Section 5.000 HOUSING REVISED and new Section 6.000 KEY PROGRAM ADJACENCIES AND VISUAL ACCESS.
- REVISED Chapter 4.
- REVISED Finish and Security Schedule, page 1.
- REVISED Section 01 11 20.

This Addendum shall be attached to and form a part of the Contract Documents. All Proposers are reminded to acknowledge this Addendum on Form C of the RFP.

Date: August 1, 2014

Darren R. Chernick

Darren R. Chernick
Contract Specialist

Kristian Kofoed
DPD King County CFCJ Amendment ORD
June 17, 2014
Version #12

CITY OF SEATTLE
ORDINANCE _____
COUNCIL BILL _____

AN ORDINANCE relating to land use and zoning, amending Sections 23.47A.004, 23.51A.004, 23.84A.020 and 23.84A.046 of the Seattle Municipal Code, to establish a definition for and allow youth services centers, and provide development standards for youth services centers established as of January 1, 2013 in public facilities operated by King County.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 23.47A.004 of the Seattle Municipal Code, last amended by Ordinance 124378, is amended as follows:

23.47A.004 Permitted and prohibited uses

A. All uses are permitted outright, prohibited, or permitted as a conditional use according to Table A for 23.47A.004 and this Section 23.47A.004, except as may be otherwise provided pursuant to Division 3, Overlay Districts, of this subtitle III of Title 23.

* * *

D. Public ((~~F~~))facilities((~~-~~))

* * *

7. Youth services centers established as of January 1, 2013, in public facilities operated by King County within Urban Center Villages and additions or expansions to such uses in public facilities are permitted in NC3 zones.

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Table A for 23.47A.004 Uses in Commercial Zones						
		PERMITTED AND PROHIBITED USES BY ZONE(1)				
USES		NC1	NC2	NC3	C1	C2
* * *						
I. PUBLIC FACILITIES						
	I.1. Jails	((X))	((X))	((X))	((X))	((X))
	I.1.a Youth Services Centers	X	X	P(17)	X	X
	I.1.b All other jails	X	X	X	X	X
	I.2. Work Release Centers	CCU-10	CCU-25	CCU	CCU	CCU
* * *						
Key						
* * *						
FOOTNOTES to Table for 23.47A.004						
* * *						
<u>(17) Permitted pursuant to subsection 23.47A.004.D.7.</u>						

Section 2. Section 23.51A.004 of the Seattle Municipal Code, last amended by Ordinance 123495, is amended as follows:

23.51A.004 Public facilities in multifamily zones

A. Except as otherwise provided in ~~((subsection D of-))~~ this subsection 23.51A.004.D, uses in public facilities that are most similar to uses permitted outright or permitted as an administrative conditional use under the applicable zoning are also permitted outright or as an administrative conditional use, subject to the same use regulations, development standards and administrative conditional use criteria that govern the similar use.

B. The following uses in public facilities are permitted outright in all multifamily zones if the development standards for institutions in Section((s)) 23.45.570, other than dispersion requirements, are met, except as otherwise provided in subsection 23.45.570.B.6:

Kristian Kofoed
DPD King County CFCJ Amendment ORD
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- 1 1. Police precinct stations;
- 2 2. Fire stations;
- 3 3. Public boat moorages;
- 4 4. Utility service uses; (~~and~~)
- 5 5. Other uses similar to any of the uses listed in this subsection 23.51A.004.B((-));

6 and

7 6. Youth service centers established as of January 1, 2013, in public facilities
8 operated by King County in an LR3 zone within an Urban Center Village and additions or
9 expansions to such uses in public facilities. For youth service centers, the development standards
10 for institutions in Section 23.45.570 apply, and subsections 23.45.570.D and 23.45.570.F relating
11 to structure width and setbacks may be waived or modified by the Director as a Type II decision.

12 The Director's decision to waive or modify standards shall be based on a finding that the waiver
13 or modification is needed to accommodate unique programming, public service delivery, or
14 structural needs of the facility and that the following urban design objectives are met. The
15 Director's decision shall include conditions to mitigate all substantial impacts caused by such a
16 waiver or modification.

17 a. Objective 1: Create visual interest along and activate each street
18 frontage. Examples for achieving this objective include, but are not limited to, the following:

19 1) Incorporate prominent entrances and other features that
20 welcome pedestrians;

21 2) Add visual interest using architectural detailing of the facade,
22 transparency, decorative materials or design features;

23 3) Use signage consistent with the Sign Code, Chapter 23.55, that
24 helps orient pedestrians and adds interest to the street environment.

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1 b. Objective 2: Create a continuous pedestrian environment along each
2 frontage of the development in LR3. Examples for achieving this objective include, but are not
3 limited to, the following:

4 1) Incorporate shade and rain protection, such as awnings,
5 building overhangs, benches, free-standing pavilions or kiosks;

6 2) Where site dimensions and program conditions allow, provide a
7 landscaped setback between the structure and sidewalk;

8 3) Design new or existing bus stops to integrate transit shelters,
9 benches and decorative treatments with the adjacent facade.

10 c. Objective 3: Address the bulk and scale of the building by design
11 treatments that transition to the scale of nearby development. Examples for achieving this
12 objective include, but are not limited to, the following:

13 1) Break down the apparent scale of the building and reduce the
14 impact of blank walls by using modulation or decorative facade elements, such as material,
15 shape, color, architectural detailing, painting, screening, artwork, or vegetated walls;

16 2) Use landscaped setbacks where appropriate.

17 C. Unless specifically prohibited in subsection 23.51A.004.D~~((D of this Section 23.51A-~~
18 ~~004)), uses in new public facilities not specifically listed in subsection 23.51A.004.B~~((A or B of~~
19 ~~this Section 23.51A.004))~~or permitted pursuant to subsection 23.51A.004.A, or that are listed in
20 or permitted pursuant to subsections 23.51A.004.A or 23.51A.004.B~~((A or B of this Section~~
21 ~~23.51A.004))~~ but do not meet applicable development standards or administrative conditional
22 use criteria, may be permitted by the City Council according to the provisions of Chapter 23.76,
23 with public projects considered as Type IV quasi-judicial decisions and City facilities considered
24 as Type V legislative decisions. In making the decision, the Council may waive or grant~~

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1 departures from development standards or administrative conditional use criteria for public
2 facilities, if the following criteria are satisfied:

3 1. The location of the public facility addresses public service needs, and any
4 waiver or departure from development standards or administrative conditional use criteria is
5 necessitated by those public service delivery needs; and

6 2. The impact of the public facility on surrounding properties has been addressed
7 in the design, siting, landscaping, and screening of the facility.

8 D. The following public facilities are prohibited in all multifamily zones:

9 1. Jails(;;), except for youth service centers established as of January 1, 2013, in
10 public facilities operated by King County within an Urban Center Village;

11 2. Work-release centers;

12 3. Bus bases;

13 4. Park and ride lots;

14 5. Sewage treatment plants;

15 6. Animal control shelters; and

16 7. Post office distribution centers.

17 E. Expansion of uses in public facilities((-))

18 1. Major expansion. Major expansion of public facilities that are permitted by
19 ~~((subsection C of this S))~~ subsection 23.51A.004.C may be approved by the City Council, with
20 public projects considered as Type IV quasi-judicial decisions and City facilities considered as
21 ~~((a))~~ Type V land use decisions, subject to the criteria of subsections 23.51A.004.C.1 and
22 23.51A.004.C.2 ~~((of this Section 23.51A.004))~~. A major expansion of a public facility occurs if
23 an expansion would not meet development standards or, except for expansion of the Washington
24 State Convention and Trade Center, the area of the expansion would exceed either 750 square
25 feet or 10 percent of the existing area of the use, whichever is greater. A major expansion of the
26
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1 Washington State Convention and Trade Center is one that is 12,000 square feet or more in size.
2 For the purposes of this subsection 23.51A.004.E.1, "area of the use" includes gross floor area
3 and outdoor area devoted actively to that use, excluding parking.

4 2. Minor expansion. An expansion of a public facility that is not a major
5 expansion is a minor expansion. Minor expansions to uses in public facilities that are permitted
6 by subsections 23.51A.004.A, 23.51A.004.B, or 23.51A.004.C (~~of this Section 23.51A.004~~) are
7 permitted outright.

8 F. Essential public facilities will be reviewed according to the provisions of Chapter
9 23.80, Essential Public Facilities.

10 G. Uses in existing or former public schools((:))

11 1. Child-care centers, preschools, public or private schools, educational and
12 vocational training for the disabled, adult evening education classes, nonprofit libraries,
13 community centers, community programs for the elderly, and similar uses are permitted in
14 existing or former public schools.

15 2. Other non-school uses are permitted in existing or former public schools
16 pursuant to procedures established in Chapter 23.78, Establishment of Criteria for Joint Use or
17 Reuse of Schools.

18 Section 3. Section 23.84A.020 of the Seattle Municipal Code, last amended by
19 Ordinance 122311, is amended as follows:

20 **23.84A.020 "J((:))"**

21 "Jail" means a public facility, including a youth service center, for the incarceration of
22 persons under warrant, awaiting trial on felony or misdemeanor charges, convicted but not yet
23 sentenced, or serving a sentence upon conviction. This definition does not include facilities for
24 programs providing alternatives to imprisonment such as prerelease, work release, or
25 probationary programs.

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1 * * *

2 Section 4. Section 23.84A.046 of the Seattle Municipal Code, last amended by
3 Ordinance 122475, is amended as follows:

4 **23.84A.046 “Y((~~o~~))”**

5 * * *

6 Youth Service Centers: See “Jails.” A youth service center means youth detention
7 facility, holding cells, courtrooms, classroom space, a gymnasium for detained youth, and related
8 uses including but not limited to administrative offices and meeting rooms.

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Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the ____ day of _____, 2014, and signed by me in open session in authentication of its passage this ____ day of _____, 2014.

President _____ of the City Council

Approved by me this ____ day of _____, 2014.

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2014.

Monica Martinez Simmons, City Clerk

(Seal)

REVISED BAFO

Table 3-1

Summary of the Detention Space Allocation

ID	Component	Net SF	DGSF	BGSF	Total Building SF
PHASE I					
1.000	Administration	6,964	2,437	1,410	10,812
1.100	Public Entry	690	242	140	1,071
1.200	Visitation	1,020	357	207	1,584
1.300	Detention Administration	5,254	1,839	1,064	8,157
2.000	Operations	7,195	2,242	1,416	10,852
2.100	Detention Administration	1,440	504	292	2,236
2.200	Central Control	440	154	89	683
2.300	Admissions and Release	2,550	893	516	3,959
2.400	Staff Support	2,765	691	518	3,975
3.000	Support Services	6,166	1,907	1,211	9,283
3.100	Food Service	2,240	560	420	3,220
3.200	Medical Services	3,502	1,226	709	5,437
3.300	General Services	184	37	33	254
3.400	Detention IT Services	240	84	49	373
4.000	Programs	7,020	1,649	1,300	9,969
4.100	Education	906	317	183	1,407
4.200	Recreation	3,684	553	635	4,872
4.300	Library and Spiritual Center	2,430	779	481	3,691
5.000	Housing	30,453	14,511	6,745	51,709
5.200	Pod "A" Orientation/General Housing	11,449	5,725	2,576	19,750
5.100	Pod "B" General Housing	11,852	5,926	2,667	20,445
5.400	Pod "C" Transitional Housing	7,152	2,861	1,502	11,515
	Grand Total for Phase I	57,798	22,746	12,082	92,626



5.000 Housing

The housing area (traditionally referred to as Living Halls by the DAJD) is the single most important area that visually represents the core values for the care and custody of youth in King County. While security and youth and staff safety is paramount, the use of traditional adult correctional solutions to the arrangement of and within the Living Halls is unacceptable. The overarching guiding principle that impacts all design choices is that staff, not barriers and devices, secures the Living Halls.

Because this component of the CFJC Detention Section is so critical to establishing the perception of youth in the custody of King County, the guiding principles are enumerated as follows:

1. Public, staff, and youth safety should be assured through a dynamic security approach to management, control, and design.
2. An evidence-based placement approach should be used to assign the youth to Living Halls and determine the level of control that should be required.
3. Sustaining direct and continuous interaction between staff and youth dictated the maximum size of living units at ~~14-16~~.
4. While a youth may require confinement to his/her room, a separate segregation Living Hall is not appropriate.
5. Using a dynamic security approach, the design of Living Halls should promote and sustain normalized communication between staff and the youth.
6. Living Halls will include decentralized functions to support education and skills training, counseling, and medical triage to enhance socialization and improve operational efficiency. Interactive large screen TV's should be used to support de-centralization.
7. Living Halls should include a Pantry that provides the flexibility to serve at least one meal a day in the Dayroom using a "family-style" approach. Appliances should be capable of easy maintenance.
8. All surfaces should be vandal resistant, easily maintained, and designed to minimize an institutional appearance.
9. Interaction between staff and the youth should be supported by a combination of group and private meeting spaces.
10. A Sleeping Room will house one youth and be technologically capable of accommodating interactive tele-learning equipment.
11. Sleeping Rooms will be "wet" but with privacy screening provided around the water closet which should allow for partial view for safety and security. Power should be provided to allow for electronic operation and monitoring of the doors.
12. Abundant natural light should be used in all spaces of the Living Hall including individual Sleeping Rooms.



Adherence to these principles is the foundation to achieving an environment that is appropriate to the unique needs of youth.

As expressed in the above principles, each Living Hall operates under a dynamic supervision model, meaning that during hours of operation when youth are out of their rooms, staff is always present and in direct contact. This cornerstone requirement means that the configuration and furnishings in Sleeping Rooms and the Dayroom can be normative and not of an overly institutional nature. Furnishings in higher classification sleeping rooms will need to have the level of durability that is required for the classification.

~~In the 2012 Program a decision was reached to base the configuration for housing on three “clusters” of four, 14-room Living Halls that are flexibly designed to be able to serve detained youth or community-based programs. All Living Halls are based on 14 individual Sleeping Rooms, with the exception of two. A 6 room Orientation Living Hall is included for youth to spend the first several hours after completing the admissions process. A second, separate 6-room Living Hall is provided for youth admitted under the Becca Act (non-offender) for safekeeping.~~

~~During the course of this Program Update, through a public input process, the type of accommodation for youth was re-visited with a decision to dedicate one “cluster” of 4, 14 room Living Halls that are flexibly designed to be able to serve detained youth or future community-based programs. For the sake of a “label” for this unique program and space, the term “Transition Housing” will be used in this Program Update.~~

The configuration of the housing units is identified in the table 3-7 below based on operational changes related to the Prison Rape Elimination Act (PREA) and recent updates to JDAI standards.

Table 3-7
Living Hall Summary

<u>Living Hall Summary</u>			
<u>Program Name</u>	<u>Number of Halls</u>	<u>Sleeping Rooms</u>	<u>Extended number of Sleeping Rooms</u>
Orientation	<u>1</u>	<u>6</u>	<u>6</u>
BECCA (non-offender)	<u>1</u>	<u>6</u>	<u>6</u>
Typical Living Hall	<u>7</u>	<u>16</u>	<u>112</u>
Transition Living Hall	<u>2</u>	<u>16</u>	<u>32</u>
<u>Sum</u>	<u>11</u>		<u>156</u>



The total number of sleeping rooms is ~~466~~ 156, which includes 12 rooms for orientation and non-offender populations. Discounting Orientation and BECCA (non-offender), the facility will be able to house 154-144 offenders in 11 9, 14 16-sleeping room Living Halls, which includes Transitional Housing. The numbers in the preceding sentences includes the Transitional Housing Units, but does not include double bunking capabilities which are covered later in this Program section.

Component Description

While housing is the essence of the Detention Section and collectively is the reason the detention component of the CFJC exists, as noted above, the program suggests three ~~similar approaches but~~ types of Living Units with slightly different operational missions.

Orientation/Non-Offender Housing. Although the mission of these two separate units is different, the spaces are the same. The Orientation Unit (6-rooms) provides the place that youth first admitted to the CFJC Detention Section will reside during a continuation of a process that was initiated in the Admissions and Release area. In an attempt to expedite the booking process, the aim is that time spent in Admissions and Release be kept to less than one hour. Once completed, the youth will be escorted to the Orientation Unit dayroom (5.102) and assigned temporarily to a Sleeping Room (5.103). The two Classification Offices (5.110) are in this area.

Spatially, the Non-Offender portion of the housing subcomponent is the same as the Orientation Unit. However, operationally, youth assigned to this unit are processed differently. They are not charged with a criminal offense, but most often are truant in school and are admitted under the Becca Act. When admitted, the youth will process very quickly through the Admissions and Release area and be escorted directly to the Non-Offender Unit.

Sight and sound separation between non-offender and pre-adjudicated youth must be maintained which requires a scheduled use of shared spaces (Classroom – 5.108 and Recreation – 5.112) between the two 6-room areas. Staff will monitor and program both of these units when a youth is present. Neither of these unit's room counts is included in the definition of the detention capacity.

Typical 14 16-Room Living Hall. As noted above, the ~~154 144- bed sleeping room capacity count~~ is based on ~~11 9~~ Living Halls of ~~14 16~~ rooms each. However, ~~four two~~ of the ~~11 9~~ will be designed differently to serve as the transitional housing. Therefore, seven Living Halls (~~98 112~~ sleeping rooms) comprise the “typical” housing arrangements and form the Core Living Halls.

Each prototypical unit includes a Staff Station (5.201) capable of providing space for two JDO's. While staff are expected to be moving about throughout the Living Hall at times when youth are not in their rooms, class, or out-of-unit, during various times of the day, the staff will be



completing paperwork at the staff station. From this location, staff should be able to see the door leading from the corridor into the Living Hall, all room doors, the two showers, into the interview rooms, into the classroom, and into the outdoor recreation courtyard.

The Dayroom (5.202) serves as the central space around which all other spaces are located. Youth will participate in group counseling, leisure activities, and dine in this space. Careful attention must be given to light and noise levels in the Dayroom. The furnishings and floor, ceiling, and wall coverings should support the goal of maintaining normal communication without undue reverberation or raising voices above normal levels. The furnishings in the Dayroom should be of a “non-detention” model yet durable and vandal resistant. Since dining will occur in the Dayroom, a separate area should be delineated through floor materials, colors, and furnishings. Tables and chairs secured to the floor are not required.

Similar to the Dayroom, the individual 70 square foot Sleeping Rooms (5.203) should not be defined by the use of adult detention-style furnishings but focus on vandal resistant choices that are easily maintained. However, one room should be equipped with detention-grade hardware and furnishings to serve any on-unit, short-term separation need. Each room ~~should~~ may have a window large enough to have a view to the outside.

Two of the ~~14-16~~ rooms (5.204/5.205) are sized at 110 square feet to either accommodate a second bed that will be on the floor (not double-bunked) or a physically disabled youth with appropriately appointed wheelchair turning radii and grab bars. This provides the option of converting the ~~14-16~~-bed housing units to ~~16-18~~-bed in the future. The supporting spaces (dayroom, education, etc.) have been programmed to accommodate the higher number where identified in the space program.

Each ~~14-16~~ room Living Hall has a classroom that will offer education courses from 0900-1500 hours each weekday. The layout of the classroom should include flexible spaces for regular re-arrangement of the teaching environment, or for other uses. Computer workstations ~~should~~ shall be available in the classroom.

Youth will launder their own clothing in an on-unit Laundry alcove (5.311) that contains commercial grade washer and dryers and is visible from the Staff Station.

The Outdoor Recreation Courtyard (5.315) is intended as an extension of the Dayroom. During daylight hours, youth should be able to directly access this area that is not intended as a space to engage in vigorous outdoor exercise, but to provide access to fresh air and sunlight. During typical days, the door to this space will remain unlocked and available for use. This space should be partially covered so youth can utilize it during inclement weather. The Outdoor Recreation Courtyards shall not be located adjacent to an exterior wall of the facility to eliminate contraband being thrown into or out of the Courtyard(s). Screens, screening, mesh, or other



physical deterrents to prohibit contraband being thrown in are not an acceptable alternative to locating the Courtyard(s) away from the exterior walls of the facility.

Transition Housing Unit. A significant number of youth may be candidates for assignment to the ~~four~~ two separate ~~14-16~~-room Living Units rather than be confined in the secure segment of the Detention Section. At the time of the completion of this Program Update, consideration was being given to a completely separate operation by a governmental or not-for-profit organization. Therefore, the Transition Unit should have the character as being a separate component of the CFJC, complete with a separate entrance, but also have the flexibility to be utilized as secure detention Living Halls.

~~Youth assigned to this community based, program intensive unit will have been committed by the Courts as an alternative to secure custody. While the criteria has not been finalized, the focus will be upon diverting low risk, often first time offenders of non violent crimes into an environment that stresses education, counseling, skills development, and maintaining familial and community ties.~~

~~The Transition Unit will be within the secure envelope of the CFJC. Access to one or more of the four both of the Transitional Units is a shall be a simple means for DAJD to expand capacity without additional construction. Therefore, accessed to the Transition Unit should be possible from the secure sidecorridor of the Core Secure Detention Section Area through a sally port to each Transition Unit, but also allow for the each Transition Unit to operate as a stand-alone facility with access from an outside entrance.~~

The configuration of the Transition Unit should be completely different from the other seven typical secure units to the extent that “double-loaded” corridors would be acceptable if the Staff Desk (5.401) has an unrestricted view of all room doors. The Association Space (5.402) should be designed for extensive use as group counseling and as a supplement to the attached Classroom (5.409) that serves each housing units.

The ~~four~~ two units within the Transition Unit are further sub-divided into ~~two~~ one living hall where all of the ~~14~~ 16 sleeping rooms are 110 square feet since each contains a screened toilet, lavatory and shower. One of the ~~fourteen~~ sixteen sleeping rooms shall meet barrier free requirements. The other ~~two~~ Transition Unit Living halls shall have ~~12-~~ 16 slightly larger sleeping rooms with screened toilet and lavatory, and four shared showers. As with the other typical living units, two of the ~~14~~ 16 rooms are sized at 110 square feet to either accommodate a second bed that will be on the floor (not double-bunked) or a physically disabled youth with appropriately appointed wheelchair turning radii and grab bars. Since each ~~14~~ 16-room units will contain a Kitchen (5.404) where youth can be instructed on food preparation, a separate Dining Area (5.505) is provided where youth can dine family style each meal. ~~A small space for nursing medical services is also provided.~~



Youth in the Transition Units will participate in far more shared activities than those assigned to secure detention. An Interview Room (5.407) will be provided for private counseling sessions. Traditional and alternative education classes will be held in the attached Classroom (5.409). ~~Youth will be encouraged to interact with their peers in other Transition housing units. One of the four~~ The two Transition Living Units will be designed ~~with an ability to maintain sight and sound separation from the other three.~~ as independent, fully operational juvenile detention living halls, inclusive of the required sight lines and adjacencies. The Transitional Living Units shall be designed with the ability to operate independently from each other and from the Core Secure Detention units while maintaining the required sight and sound separation from each other, and from the rest of detention.

Table 3-8 below is intended to illustrate possible operational scenarios and separation requirements if the County elects to have an outside entity operate one or both of the Transitional Units.

Table 3-8
Transitional Housing Operation Requirement

<u>TRANSITIONAL HOUSING UNITS OPERATIONAL SEPARATION REQUIREMENTS</u>		
<u>Housing Unit</u>	<u>Operated by</u>	<u>Program Requirements</u>
<u>Transitional Units A & B</u>	<u>DAJD</u>	<u>Fully operational juvenile detention living halls, inclusive of sight lines and adjacencies.</u>
<u>Transitional Units A & B</u>	<u>Other Entity</u>	<u>Sight, Sound and access separation from other Secure Detention areas.</u>
<u>Transitional Units A</u>	<u>DAJD</u>	<u>Fully operational juvenile detention living hall, inclusive of sight lines and adjacencies.</u> <u>Sight, sound and access separation from Transitional Unit B</u>
<u>Transitional Units B</u>	<u>Other Entity</u>	<u>Sight, Sound and access separation from other Secure Detention areas and Transitional Unit A</u>
<u>Transitional Units A</u>	<u>Other Entity</u>	<u>Sight, Sound and access separation from the other Secure Detention Areas and Transitional Unit B.</u>
<u>Transitional Units B</u>	<u>DAJD</u>	<u>Fully operational juvenile detention living hall, inclusive of sight lines and adjacencies.</u> <u>Sight, sound and access separation from Transitional Unit A.</u>

Note that the sight sound and access separation(s) noted above shall be accomplished without the construction or installation of walls and doors.



The future of juvenile detention in King County is likely to involve an increasing number of youth that are better served through an alternative form of programming and management. Therefore, the design of the Transition Unit will serve as an introduction to and defense of this form of service delivery and accommodation.

Space List

Of the total 13 separate housing units, The space requirements are the same in three for the separate groupings

- two 6-bed Orientation/Non-Offender units;
- seven 14 16-bed typical Core Secure Detention Units; and
- two 14 16-bed Transition Units. In each of these three groupings, the space assignments are the same as

are shown in Table 3-9.

Table 3-9

Space Allocation for Housing

ID	Function/Space	No. of Rooms	SF/Unit	Total Net SF	Comments
Living Pod "A" - Orientation and General Housing					
5.100 Orientation/Non-Offender Housing Unit Pod A					
5.101	Staff Station	1	50	50	Shared
5.102	Dayroom/Dining	1	50	300	50 sf/juvenile based on 6
5.103	Single Sleeping Rooms	5	70	350	Bed, table, chair, screened toilet/sink
5.104	Accessible Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.105	Pantry	1	25	25	Counter
5.106	Shower/Dressing/Toilet	1	90	90	Accessible
5.107	General Storage	1	40	40	Shared
Total Department Net Area				965	
			Efficiency Factor	50%	483
Total 6-Room Orientation/Non-Offender Unit Gross Area				1,448	
Number of 6-Room Units for Orientation/Non-Offender			2	2,895	
Shared Spaces for Orientation/Non-Offender Unit					
5.108	Classroom	1	300	300	Computer terminals; glazing
5.109	Classroom Storage	1	40	40	Lockable space
5.110	Classification Offices	2	100	200	Private offices
5.111	Janitor Closet	1	40	40	Utility sink, shelving
5.112	Attached Outdoor Recreation	1	300	300	Not included in SF total; partially covered
5.113	Staff Toilet	1	50	50	Accessible; lockable space
Total Department Net Area				630	
			Efficiency Factor	50%	315
Total 6-Room Orientation/Non-Offend.Unit Shared Gross Area				945	
Total 12-Room Orientation/Non-Offender Unit Gross Area				3,840	12 Sleeping Rooms

Table 3-9 Continued
Space Allocation for Housing

ID	Function/Space	No. of Rooms	SF/Unit	Total Net SF	Comments
Living Pod "A" - Orientation and General Housing					
5.200 Typical 16-Bed Living Hall Pod A					
5.201	Staff Desk	1	60	60	Open desk
5.202	Dayroom/Dining	1	35	630	55 SF/per 16 juveniles for
5.203	Single Sleeping Rooms	14	70	980	bed, table, chair, screened
5.204	Large Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.205	Accessible Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.206	Pantry	1	25	25	Base/O.H cabinets; steam table
5.207	Shower/Dressing/Toilet	2	90	180	One Accessible
5.208	Interview Room	1	80	80	Glazing in door
5.209	General Storage	1	80	80	Lockable space
5.210	Janitor's Closet	1	40	40	Utility sink, shelving
5.211	Laundry Area	1	60	60	Commercial grade; cabinets
5.212	Staff Toilet	1	50	50	Accessible; lockable space
5.213	Classroom	1	518	518	Computer terminals; glazing
5.214	Classroom Storage	1	40	40	Lockable space
5.215	Attached Outdoor Recreation	1	450	450	Not included in SF total, partially covered
Total Department Net Area				2,963	
Efficiency Factor			50%	1,482	46% in Previous Program
Total Typical 16-Room Living Hall Gross Area				4,445	
Number of 16-Room Units			3	13,334	Existing Program based on 11
5.216	Neighborhood/Pod Station	1	64	-	Part of grossing factor
Total 56-Room Neighborhood Gross Area				13,334	
Total for Pod "A" Orientation/Non-Offender/General Housing				17,174	



Table 3-9 Continued
Space Allocation for Housing

ID	Function/Space	No. of Rooms	SF/Unit	Total Net SF	Comments
Living Pod "B" - General Housing					
5.300 Typical 16-Bed Living Hall Pod B					
5.301	Staff Desk	1	60	60	Open desk
5.302	Dayroom/Dining	1	35	630	55 sq/ft per 16 juveniles for bed, table, chair, screened toilet/sink
5.303	Single Sleeping Rooms	14	70	980	
5.304	Large Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.305	Accessible Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.306	Pantry	1	25	25	Base/O.H cabinets; steam table
5.307	Shower/Dressing/Toilet	2	90	180	One Accessible
5.308	Interview Room	1	80	80	Glazing in door
5.309	General Storage	1	80	80	Lockable space
5.310	Janitor's Closet	1	40	40	Utility sink, shelving
5.311	Laundry Area	1	60	60	Commercial grade; cabinets
5.312	Staff Toilet	1	50	50	Accessible; lockable space
5.313	Classroom	1	518	518	Computer terminals; glazing
5.314	Classroom Storage	1	40	40	Lockable space
5.315	Attached Outdoor Recreation	1	450	450	Not included in SF total, partially
Total Department Net Area				2,963	
Efficiency Factor			50%	1,482	46% in Previous Program
Total Typical 16-Room Living Hall Gross Area				4,445	
Number of 16-Room Units			4	17,778	Existing Program based on 11
5.316	Neighborhood/Pod Station	1	64	-	Part of grossing factor
Total Pod "B"Pod/Neighborhood General Housing				17,778	



Table 3-9 Continued
Space Allocation for Housing

ID	Function/Space	No. of Rooms	SF/Unit	Total Net SF	Comments
Living Pod "C" - Transitional Housing					
5.400 16-Bed Transition/Honor Units Hall 1 Pod C					
5.401	Staff Desk	1	40	40	Open desk
5.402	Association Space	1	35	630	35 sf/juvenile, Note 1
5.403	Single Sleeping Rooms	16	110	1,760	Rooms w/screened wc, lav, shr
5.404	Unit Kitchen	1	80	80	Base/O.H cabinets; range, refrig.
5.405	Dining Area	1	15	240	Seating for 16
5.406	General Storage	1	40	40	Lockable space
5.407	Interview Room	1	80	80	Glazing in door
5.408	Staff Toilet	1	50	50	Accessible; lockable space
5.409	Classroom	1	518	518	Computer terminals; glazing
5.410	Classroom Storage	1	40	40	Lockable space
5.411	Laundry Area	1	60	60	Commercial grade; cabinets
5.412	Janitor's Closet	1	40	40	Utility sink, shelving
5.413	Attached Outdoor Recreation	1	450	450	not included in SF total, partially covered
Total Net Area Typical of Hall 1				3,578	
			Efficiency Factor	40%	1,431
Total Gross Area Transitional Hall 1				5,009	
			Number of 16-Room Units	1	5,009



Table 3-9 Continued
Space Allocation for Housing

ID	Function/Space	No. of Rooms	SF/Unit	Total Net SF	Comments
Living Pod "C" - Transitional Housing					
5.415 16-Bed Transition/Honor Units Hall 2 Pod C					
5.416	Staff Desk	1	40	40	Open desk
5.417	Association Space	1	35	630	35 sf/juvenile, Note 1
5.418	Single Sleeping Rooms	14	84	1,176	Rooms w/screened wc, lav.
5.419	Large Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.420	Accessible Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.421	Shower/Dressing/Toilet	4	90	360	One Accessible
5.422	Unit Kitchen	1	80	80	Base/O.H cabinets; range, refrig.
5.423	Dining Area	1	15	240	Seating for 16
5.424	General Storage	1	40	40	Lockable space
5.425	Interview Room	1	80	80	Glazing in door
5.426	Staff Toilet	1	50	50	Accessible; lockable space
5.427	Classroom	1	518	518	Computer terminals; glazing
5.428	Classroom Storage	1	40	40	Lockable space
5.429	Laundry Area	1	60	60	Commercial grade; cabinets
5.430	Janitor's Closet	1	40	40	Utility sink, shelving
5.431	Attached Outdoor Recreation	1	450	450	Not included in SF total, partially covered
Total Net Area Transitional Hall 2				3,574	
			Efficiency Factor	40%	1,430
Total Gross Area Transitional Hall 2				5,004	
		Number of 16-Room Units	1	5,004	
Total Pod "C" Pod/Neighborhood General Housing				10,013	
Total Housing Component Gross Area				44,964	
			Building Grossing Factor	15%	6,745
TOTAL AREA for HOUSING COMPONENT				51,709	

Applying the 15% building gross factor to the DGSF totals for each of the three housing unit types, the total square footage for the Housing Component is ~~59,704~~ 51,619.

Adjacencies

In the following pages, functional relationship diagrams are shown for the three housing "pods" that are made up of six and ~~fourteen bed~~ sixteen sleeping room living units. These diagrams are to illustrate relationships and are not meant to imply a conceptual layout. Due to site restraints, an assumption has been made that most of the housing units will be double level with an open

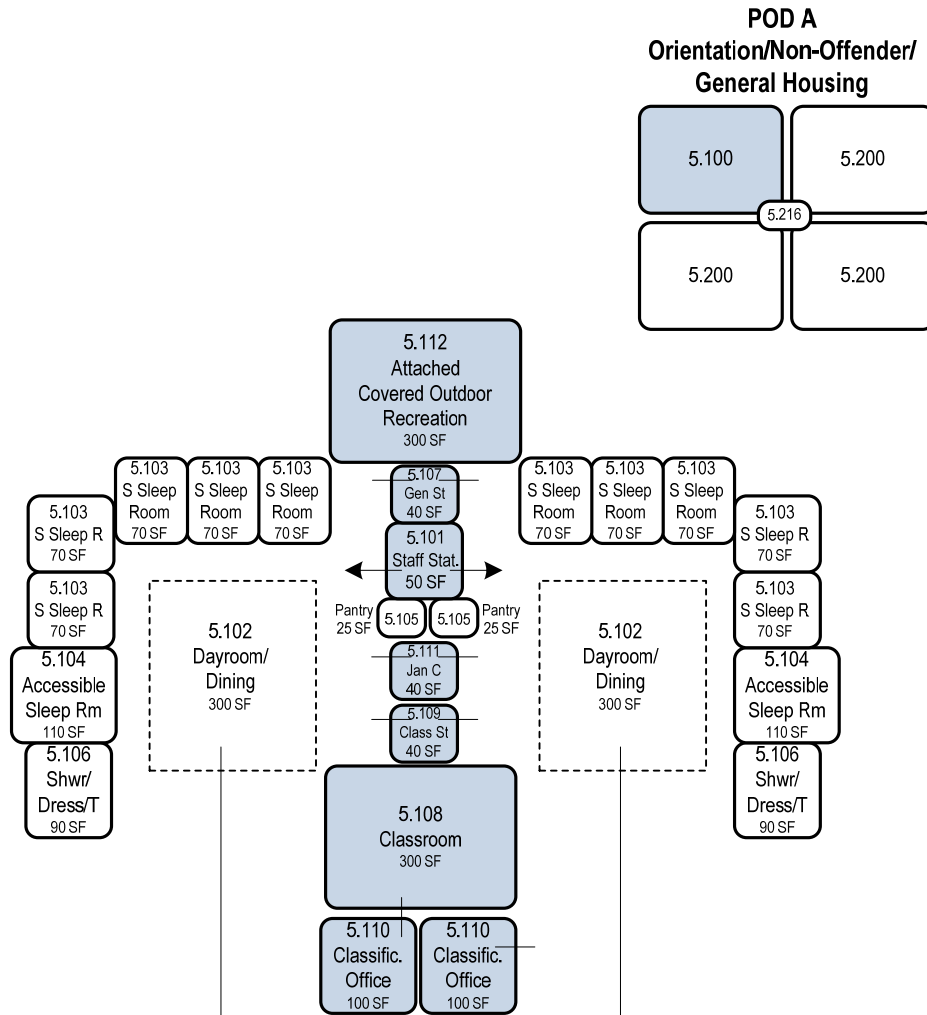


dayroom. This is not mandatory but a combination of site and staffing may require a two-level approach.

In Figure 3-15, the diagram reflects the basic relationships of the spaces in the Orientation and Non-Offender Units. The upper right hand portion of the diagram has a diagram illustrating that the Orientation/Non-Offender Unit is part of Pod A that acts as a “neighborhood” for staffing and services. Shown in the space list and in the legend diagram is the Neighborhood/Pod Station (5.216) that serves as a staff center for the four Living Halls. The total bed count for Pod A is 54 beds 60 sleeping rooms.

As shown in Figure 3-15, the Orientation and Non-Offender units are separated by common services to both populations. The two Classification Offices (5.110) primarily serve the Orientation Unit, but can be be used for counseling non-offenders. The Classroom (5.108) and Outdoor Recreation Courtyard (5.112) will be shared between the two units.

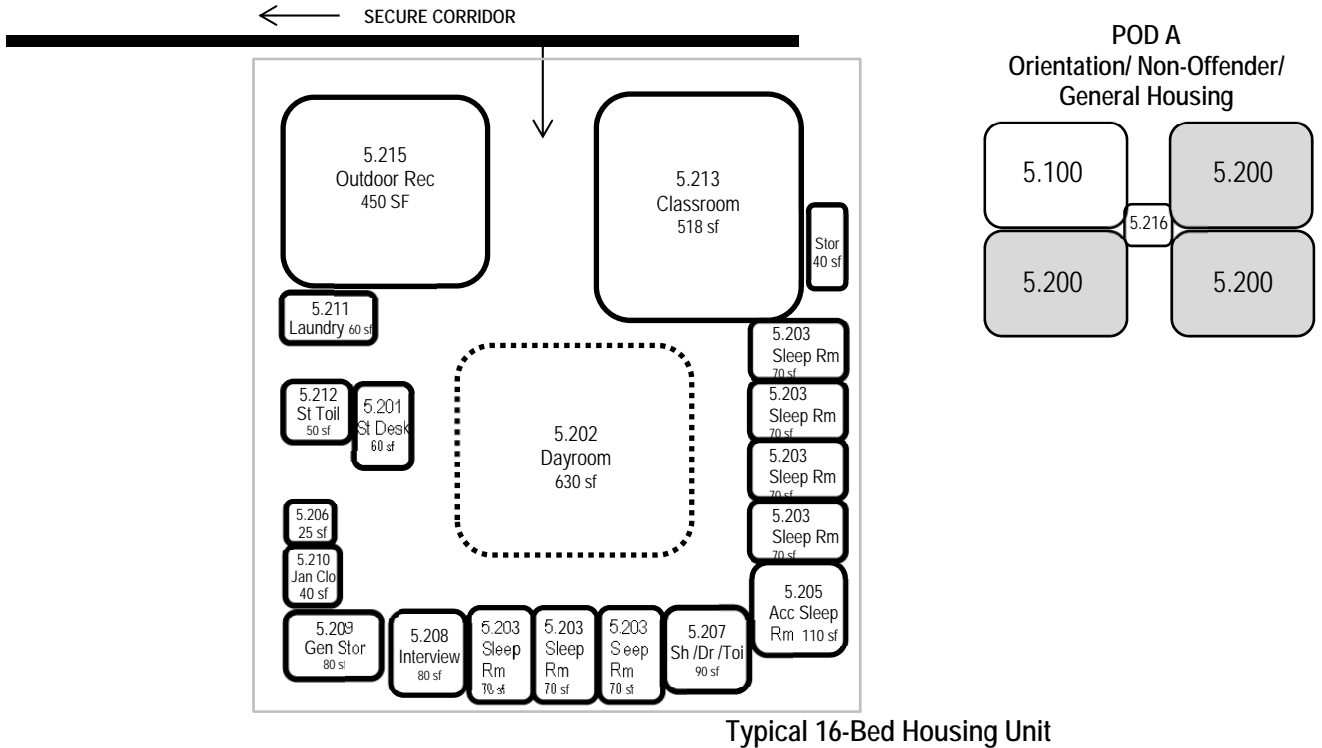
Figure 3-15
Critical Spatial Relationships for the Orientation and Non-Offender Housing Units



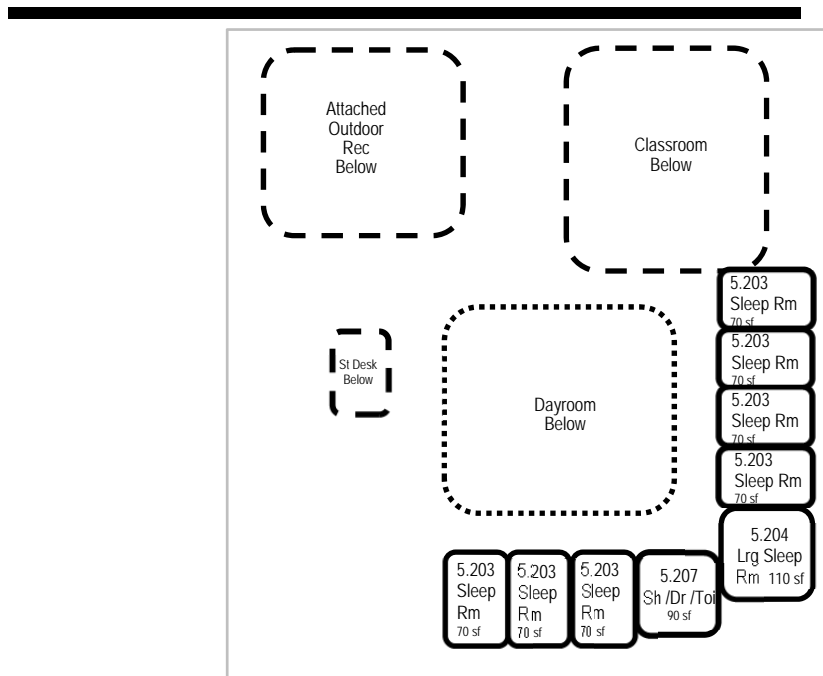


The remaining three ~~14~~ 16-bed Living Halls are typical in their relationships as shown in Figure 3-16. These relationships are also typical of the Pod B neighborhood as shown in Figure 3-17.

Figure 3-16
Critical Spatial Relationships for the Typical ~~14~~ 16-Room Housing Units-Pod A



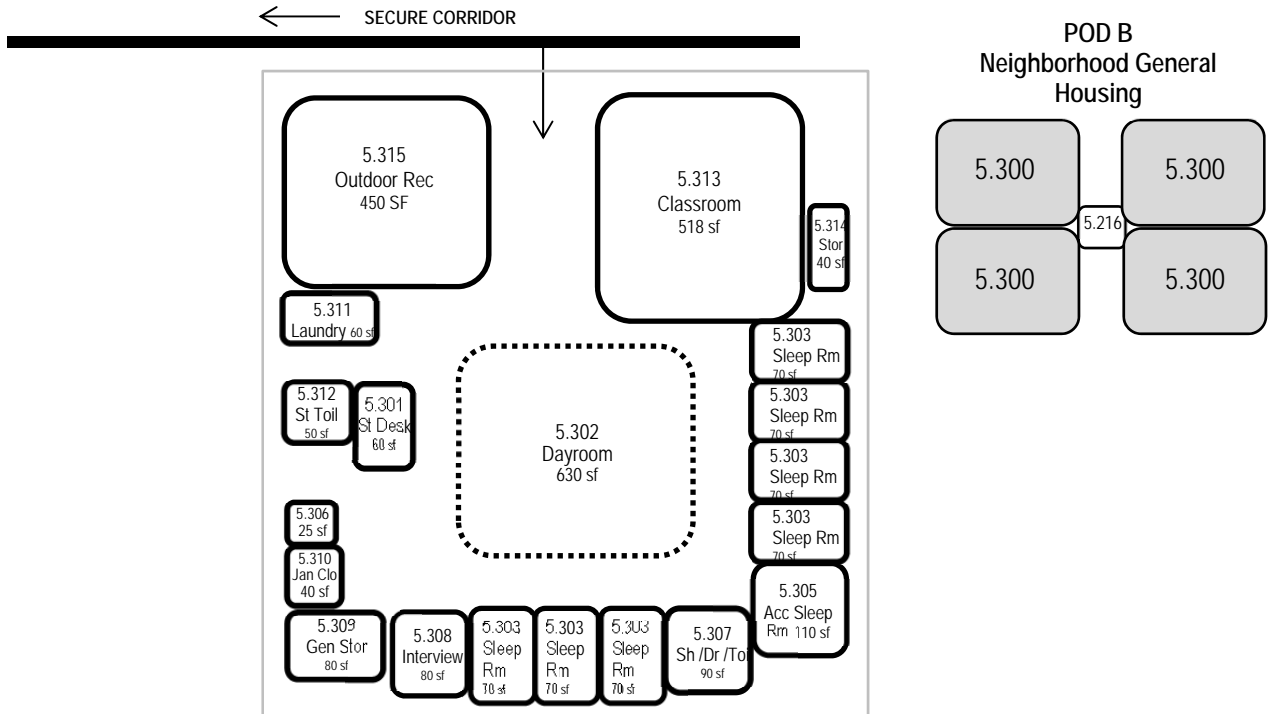
Typical 16-Bed Housing Unit



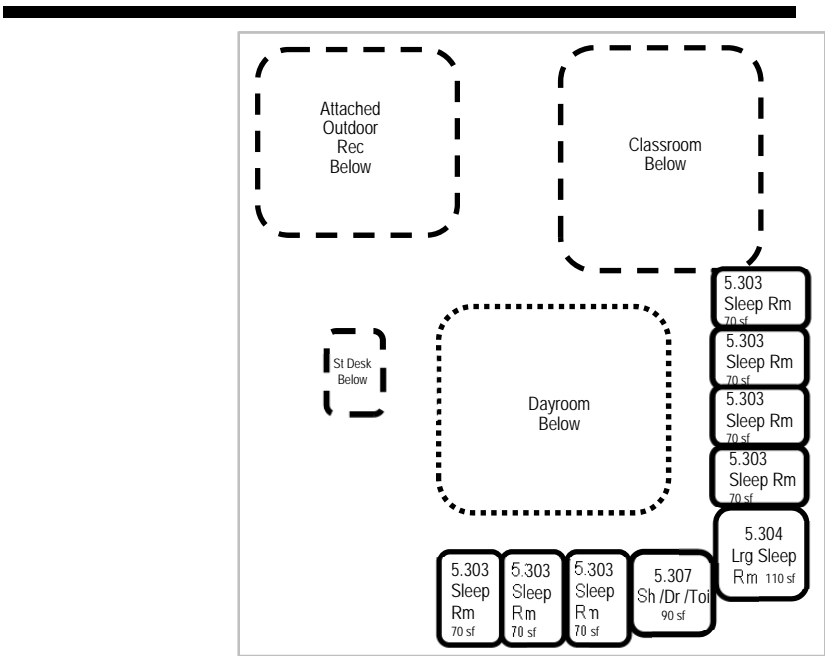
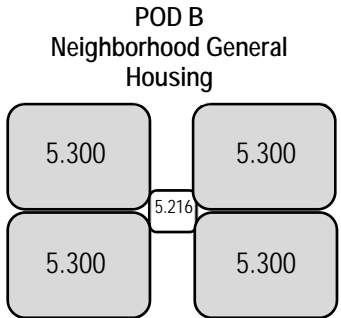
Mezzanine



Figure 3-17
Critical Spatial Relationships for the Typical 14 16
-Room Housing Units-Pod B



Typical 16-Bed Housing Unit



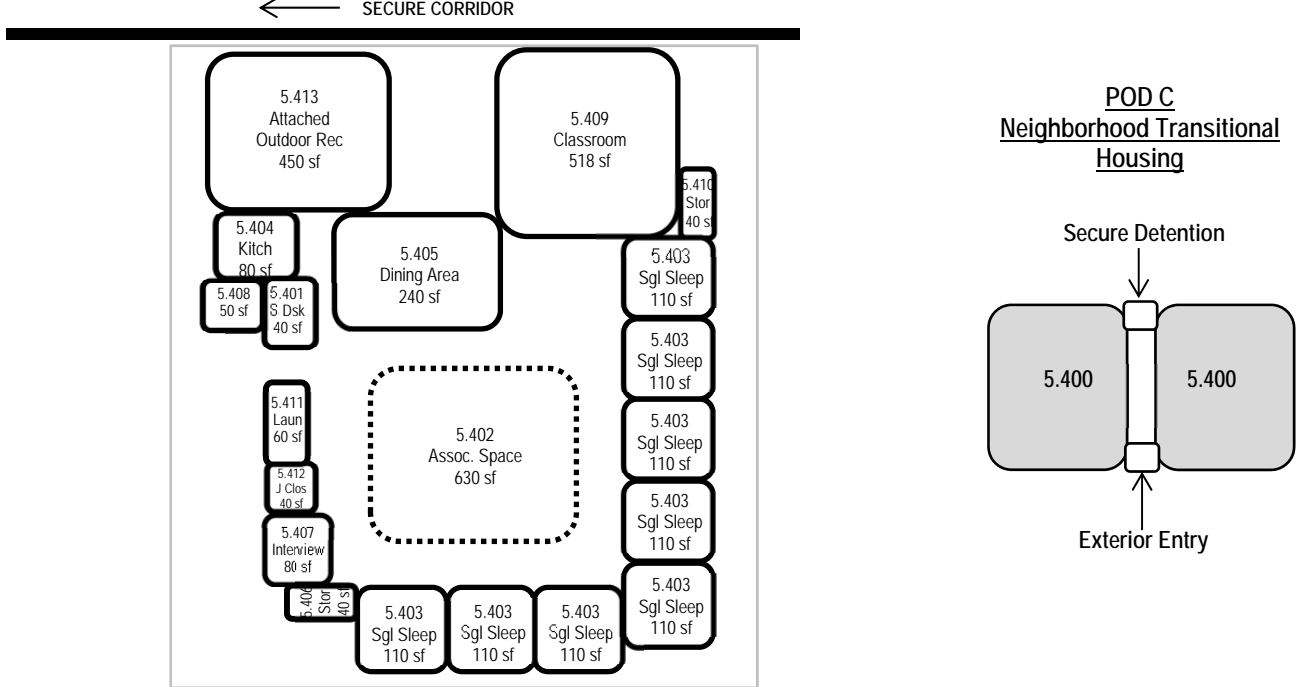
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The assumption for these typical Living Halls is a two-level housing arrangement.

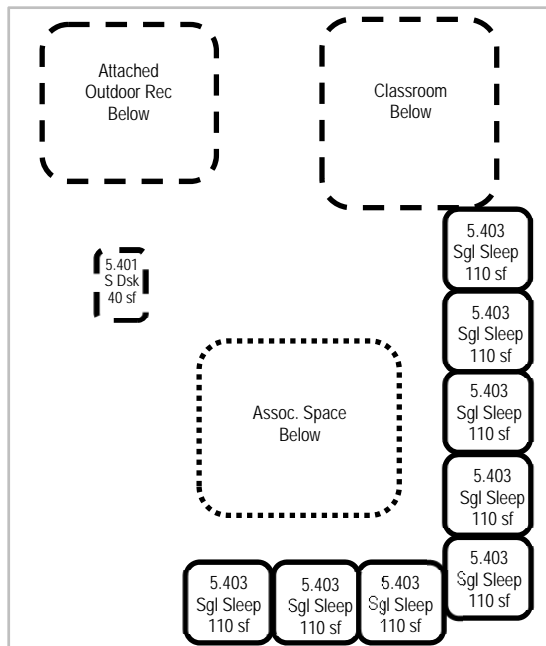


The Transition Unit should be a significantly different design solution to emphasize the different approach to programming that site constraints and staffing will dictate. Each of the ~~four~~ two units ~~also~~ will include the Association Space (5.402), a separately identified Dining Area (5.403), a Classroom (5.409), Interview Room (5.407), a Laundry (5.411), and Outdoor Recreation (5.415). Figure 3-18 illustrates the Transition Unit.

Figure 3-18
Critical Spatial Relationships for the 16 Room Transition Housing Units-Pod C Hall 1



Transition Housing Unit: Pod C Hall 1

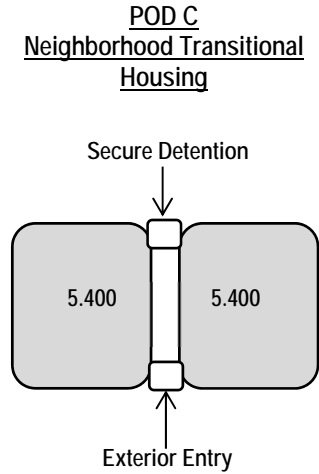
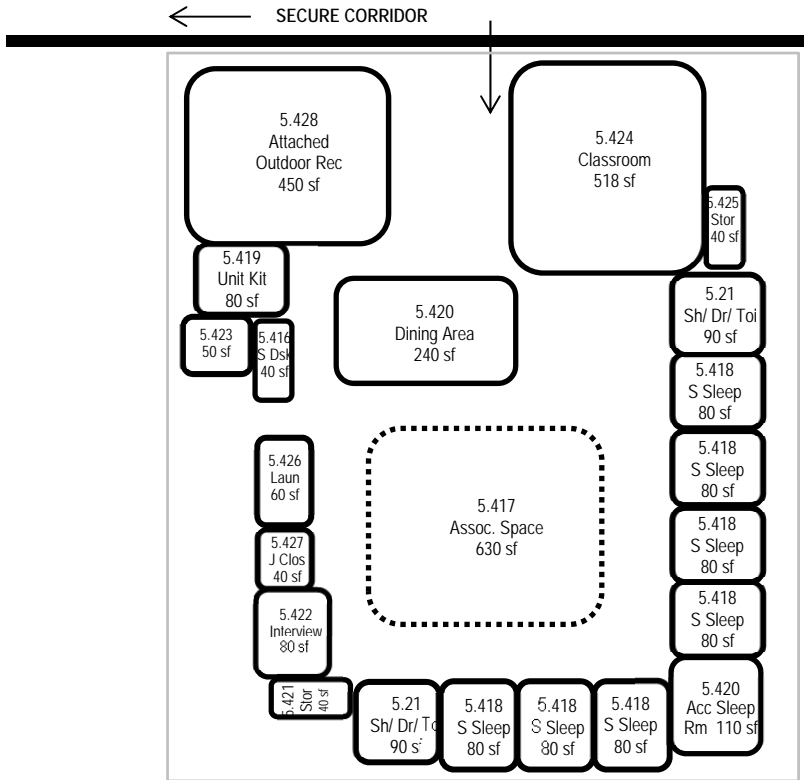


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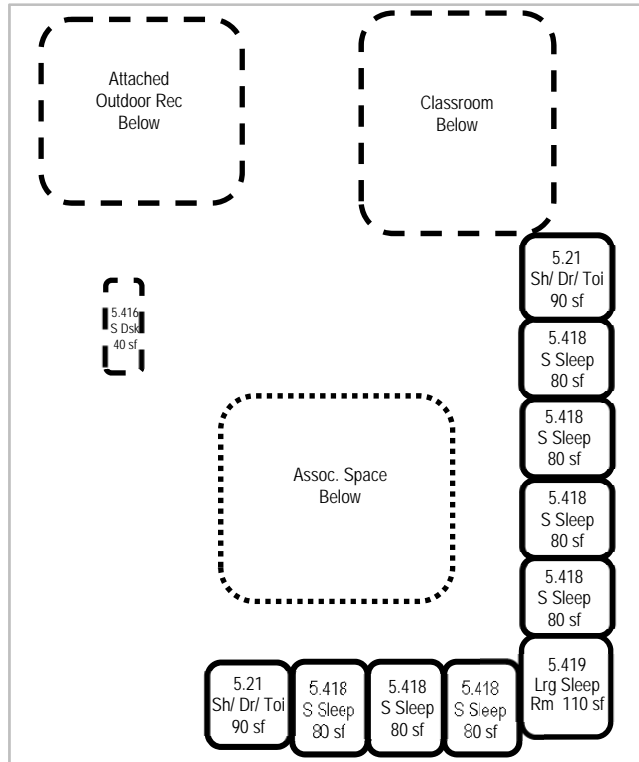


Figure 3-19

Spatial Relationships for the 16 Room Transition Housing Units-Pod C Hall 2



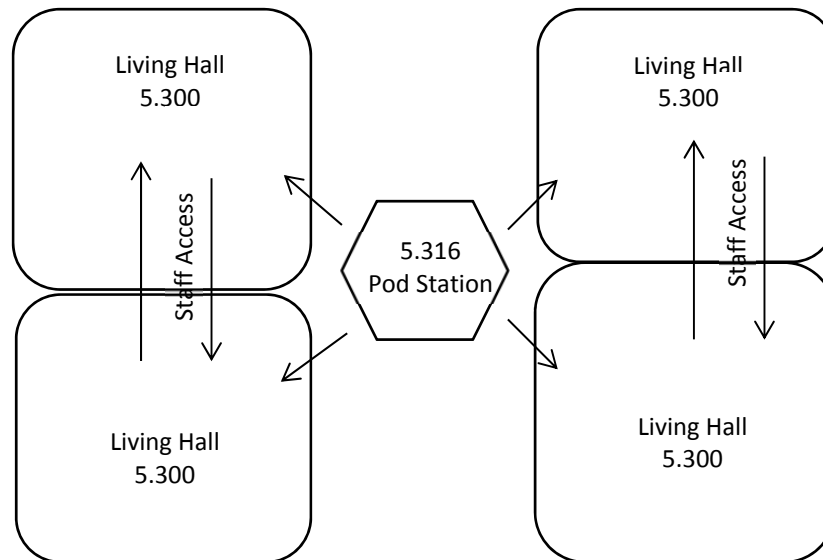
Transition Housing Unit: Pod C Hall 2



Mezzanine



Figure 3-20
Spatial Relationships for the Pod and Pod Station



Relationship diagram of Pod Station to Living Halls:

The above diagram illustrates a “Pod” comprised of 4 Living Halls and a Pod Station.

One hall is connected to one other hall that will allow staff from the adjacent hall to physically move or access the other hall.

As the Pod Station serves as back up to the 4 halls, close physical access, and maximum visual access into the halls are critical. The Pod Station must be able to view the Day Room. If possible it is desirable to have the Pod Station also have views into the Classroom, Outdoor Recreation area, of each Living Hall.

The Pod Station shall have clear views of the corridor(s) it is located in.

The arrangement of the Living Hall component rooms shall maximize the views into the Living Halls from the corridor(s).



6.000 KEY PROGRAM ADJACENCIES AND VISUAL ACCESS

The following adjacencies and visual access relationships are defined as ‘critical’, ‘very important’, and ‘important’ to DAJD operations within the detention secure perimeter. If followed, the County believes these adjacencies will increase staff efficiencies and safety for all persons within the detention perimeter.

Note: Meeting the adjacencies and visual access requirements below does not waive or provide relief from the requirement for an efficient floor plan as defined in Chapter 3 or other adjacencies required elsewhere in the RFP and BAFO documents.

A. Critical Adjacencies

The following adjacencies listed in this section are critical to DAJD Operations as they will have significant effects on staffing levels and the safety of staff. If these critical adjacencies are not included within the design of the Detention areas, staffing levels will increase beyond the County’s anticipated level for the new building and severely impact the safety of all persons within the secure detention perimeter.

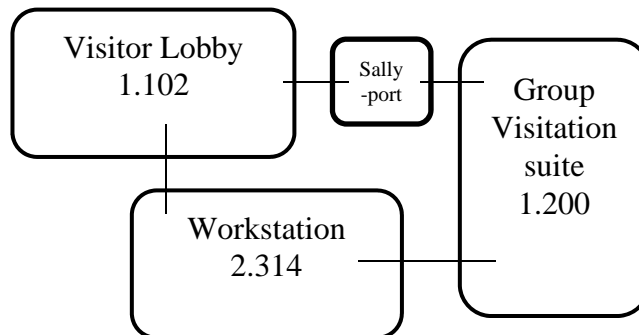
1. Detention Lobby/ Visitation/ Admissions Release

It is required that the visitor lobby (1.102), group visitation (1.202) and the intake officers workstation area (2.314) be located adjacent to each other to allow the JDO’s located in the Admissions Release workstation area 2.314 to monitor and interact with persons in the Visitation Suite 1.200, and the Visitor Lobby (1.102). This will achieve staff efficiencies for DAJD. Additionally youth being released will travel from admissions and release directly to the visitation lobby.

The adjacency between the Intake Officers workstation (2.314) and Visitation Suite (1.200) shall provide an unimpaired view of the following rooms within Visitation:

- Sallyport
- Group Visiting
- Private Attorney Visiting rooms
- Private Visiting rooms
- Non-Contact Visitation

This adjacency shall also provide the JDO’s located in Admissions Release the ability to move quickly into the Visitation (1.200) suite of rooms to deal with emergencies.



Additionally the JDOs assigned to Admissions Release will also have the following duties associated with the 1.102 Visitor Lobby and Processing:

- Interfacing with members of the public in the visitation lobby who wish to visit incarcerated youth, and or who have other business in Detention (i.e. vendors, volunteers etc.) This interface includes verbal dialog with visitors to detention, review of identification documentation, issuance of visitor passes, and allowing access into the group visitation area. Additionally youth being released will travel from Admissions and Release directly to the visitation lobby.
- Observation of the visitation lobby for the purpose of identification of inappropriate behaviors. JDO's Response to inappropriate behaviors will be to call the King County Sheriff's Office

2. Housing/Pod Station/Secure Corridor

To increase staff efficiency and allow for critical support to JDO's in the Living Halls, the Living Halls shall be grouped together to facilitate staffing and services. The grouping of the halls will be called Pods. Pod A will include the Becca/Orientation Hall and 3 typical Living Halls. Pod B will include 4 typical Living Halls, and Pod C will consist of the 2 Transitional Halls.

"Neighborhood Pod Stations" (spaces 5.216, 5.316) serve as first response back up to the living halls that they support. This support duty requires the Pod Station to have clear, unobstructed view of as much of the living halls as possible, without the use of cameras. This visual access is a primary requirement of the Detention Program.



As noted in Chapter 3, “General Principles of Facility Layout”, the County, also desires areas within the Living Halls to be as visually accessible from the secure corridor as possible. These areas include:

- Living Unit day Rooms,
- Living Unit Classroom(s)
- Living Unit Outdoor Recreation
- Living unit interview room(s)

The table below summarizes the critical adjacencies related to the Living Hall, Pod Station and Secure Corridor.

<u>Visual Access From</u>	<u>Visual access Into</u>			
	<u>Living Unit Dayroom</u>	<u>Living Unit Classroom</u>	<u>Living Unit Interview Rooms</u>	<u>Living Unit Outdoor Rec</u>
<u>Secure Corridor</u>	<u>Required</u>	<u>Required*</u>	<u>Not Required</u>	<u>Required*</u>
<u>Neighborhood Pod Station</u>	<u>Required</u>	<u>Required *</u>	<u>Not Required</u>	<u>Required *</u>

* Visual access may be through another room; for example the outdoor recreation space may be seen from the corridor by looking across the dayroom into the Outdoor Rec.

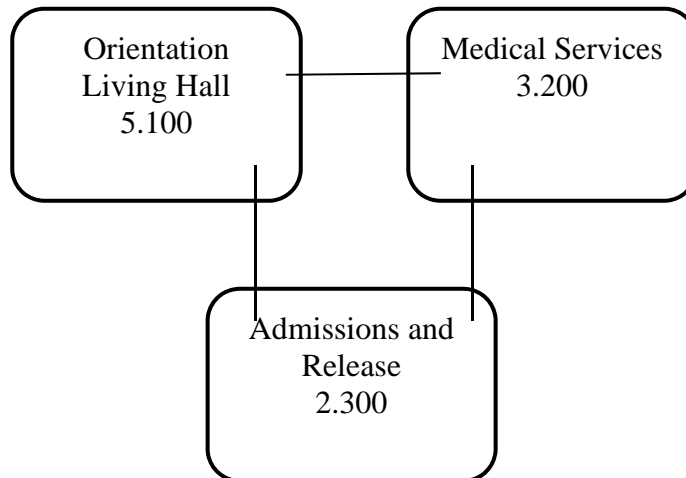
See Part C Facility Program Chapter 3, 5.000 Housing for other line of sight requirements.

3. Admissions Release, /Medical Services, /Orientation Living Hall

To minimize staff and youth movement and increase staff efficiency, Admissions and Release (2.300) shall be located in close proximity to both the Medical Services (3.200) and the Orientation/Non-Offender Living Hall (5.100). This adjacency is critical. Youth brought to Admissions Release by police may have undiagnosed medical issues requiring immediate interaction with medical staff stationed in the Medical Unit. In addition, a typical youth being processed into the facility will first go to Admissions and Release (2.300), then to Medical Services (3.200) for more in depth health interview/exam, and then to the Orientation Living Hall for classification. As youth will be escorted as they



move from one of these areas to another, locating them in close proximity will minimize staff time.



4. Detention Administration/Housing

The On Duty Supervisor (2.107) shall be located centrally to the Living Halls (5.100), (5.200), (5.300), and 5.400. The On Duty Supervisor (2.107) office shall also have a clear view of a circulation corridor that serves as many of the entries/exits of the living halls as possible.

Detention Administration suite (2.100) shall be located adjacent to the Living Halls to allow staff to respond to emergencies in the Living Halls in the shortest time possible, and allow the greatest interaction of supervisors with on duty staff. Locating the Detention Administration area away from the Living Halls increases response times, requiring additional staff.

B. Very Important Adjacencies

The following adjacencies listed in this section are very important to DAJD Operations as they will have significant effects on both staffing levels and the safety of staff. If these adjacencies are not included within the design of the Detention areas, staffing levels may increase, depending upon the final design, beyond the County's anticipated level for the new building due to the increase in day to day operational efforts by staff and the increase in the movement of youth throughout the facility.



1. Living Halls/Medical Services

Medical Services (3.200) shall be located as near as possible to the Living Halls to minimize the distance an ill youth has to travel from their Living Hall to the Medical Waiting area (3.201). Due to the high frequency of Youth travelling to the Medical Services area and to increase staff efficiencies, youth are generally un-escorted as they travel to and from the Living Halls to Medical Services. Therefore, it is critical that path be as short as possible while being observable by a JDO post, or multiple posts as the travel through the corridor. For example a youth may round a corner where one view of the path is obscured, but another post now has a clear view of the youth. Camera viewing of this path is not sufficient.

In addition to minimizing the travel route of youth to the Medical Services area, the County also requires that staff be able to view the Medical Waiting (3.201) and the Nurses Station (3.212) as they (staff) travel through the secure corridor, as noted in BAFO Addendum part B Detention Program, Chapter 3, under the “General Principles of Facility Layout” heading.

2. Living Halls / Programs (Education, Recreation, Library and Spiritual Center)

Youth will be traveling everyday between the Living Halls and the Multipurpose Classroom, Library, Spiritual Center, and Gym. Therefore, it is extremely important to minimize the travel distance between these functions, as the closer these functions are to each other the less staff time is required escorting youth. When youth are travel un-escorted to these areas they will need to be observable by cameras.

3. Central Control/Secure Corridor

Central control’s primary duty is the monitoring and control of all remote access points into the Secure Detention perimeter. However, to assist with youth movement within the detention perimeter, the County requires Central Control to have clear visual access of a corridor serving entry/exit of the Housing units. This view will minimize staffing within the facility to monitor youth movement.

C. Important Adjacencies

The followings adjacencies listed in this are important to DAJD Operations as they will minimize the movement of staff in the facility, which in turn will lower the overall staffing levels.

**1. 1.300 Detention Administration /2.100 Detention Administration (Inside Security)**

It is important that there is direct access from Detention Administration (1.300) to secure detention and ideally to Detention Administration Inside Security (2.100) to facilitate staff movement from the main administration area. This can be achieved by a vertical circulation pathway (elevator and stair) between the Director's Area, (1.300 Detention Administration) and 2.000 Operations, in as close proximity as possible to 2.100 Detention Administration inside the secure perimeter. Doors and elevator will be controlled by Detention Security Electronics System.

2. Housing / Food Service

The distance between Food service and the Living Halls where the food is delivered is critical for food temperature control / health reasons. The distance must be kept as short as possible. Additionally if an elevator is part of the path, a redundant elevator must be available that allows the food transport to continue if the primary food service elevator is not usable for any reason.



SUMMARY

Nationally, the approach to managing pre-adjudicated youth is changing rapidly, especially in large jurisdiction, like King County, where a range of alternatives to detention have historically been available and are continuing to expand. Since the public referendum that established a financial pathway to a new center for juvenile justice, the general public has become very vocal regarding the maximization of alternatives to detention.

This Program Update was based on acceptance of many of the principles and spaces that were identified in the 2012 Program, but has also attempted to incorporate the views of many juvenile advocacy groups in the type of accommodation to be provided in the CFJC. The total number of beds has not been altered; just the manner in which they could be configured.

The incorporation of the Transition Housing as a key element in this Program Update provides youth and the community-at-large with a flexible approach to the care and custody of youthful offenders, as well as other at-risk youth. This particular component of the range of housing and programming options may well be the future trend for youth that require some form of confinement, or housing, that most appropriately meets their individual need.



BUILDING ORGANIZATIONAL CONCEPTS

The King County Children and Family Justice Center Building is intended to be developed as a single building that integrates two distinct King County functional programs: Superior Court Juvenile and Family Court Operations, and DAJD (Department of Adult and Juvenile Detention) Juvenile Detention Operations. The building organizational concept is represented in the diagrams included in this section. These diagrams are intended to convey an overall building organizational concept that responds to the site, operational, and program requirements/constraints that were tested during the development of the facility program document but are not meant to imply a required layout. Please refer to the specific Courts and Detention facility program documents for more detailed adjacency and layout diagrams associated with specific program areas. Following are the primary organizational principles for the building:

1. Generally, the courts functions should be developed on the west side of the site along 12th Avenue and the detention functions on the east side of the site along 14th Avenue. The site land use zoning along 12th Avenue best accommodates the building height required for the court functions while the site land use zoning along 14th Avenue best accommodates the building height required for the detention functions. In addition, developing the courts portion of the building on the west portion of the site will allow for a design that is more consistent with the City's desired uses and amenities along the 12th Avenue pedestrian corridor.
2. A single main entry for the building shall be shared by both the courts and detention functions in order to accommodate one point of security screening for all public and staff entry into the building (except for entry to the transitional housing units—see 4. below). This primary entry should be located off the new “Alder” connection between 12th Avenue and 14th Avenue and should not be located on either 12th Avenue or 14th Avenue.
3. The main entry should be easy to find, welcoming, and expressive of the important civic functions within the building. At the same time, it should be placed in such a way that it separates and protects the youth and families that are coming to the facility from the vehicular, pedestrian, and commercial activities that will be occurring on the main public streets surrounding the site. In addition, in order to improve safety at the main building entry, the entry should be placed in such a way that reasonably separates it from the public vehicular drop-off and vehicular traffic areas within the “Alder” connection. Direct line of site from vehicles into the entry screening area should be avoided.
4. The transitional housing units in the detention facility need to be designed to accommodate both internal use and the possibility that the County may lease these units to an external agency in the future. When these units are leased by an



- external agency, they will need to be locked off from the detention facility and will need their own entry points along the “Alder” connection. Entry through the primary building security screening will not be required for entry to these units when they are being used (leased) by external agencies.
5. The arrangement of the entry lobby areas for the different building functions is a critical part of the building organizational concept and should serve to appropriately connect the program functions within the building, provide clear wayfinding for the public, and create the ability to zone the security perimeters of the facility depending on the time of day and the operational requirements of the program. The “entry lobby” includes the queuing area before screening, the screening area, and the shared lobby area after screening which includes the cafe. There are three separate “lobby” areas that need to be accessed from the “entry lobby”--the court lobby, the detention (visitation) lobby and the lobby access to the conference center. Each of these areas needs to be able to be locked off from the entry lobby depending on time of day and operational requirements of the program.
 6. In order to maximize staff and operational efficiencies, the primary detention facility functions (including Central Juvenile Holding) ~~should~~ must be located on one level. Efficient circulation within the detention facility that facilitates safe movement of youth and staff throughout the facility is of primary concern. ~~The detention functions should also be on the same level as the primary lobby entry and the first level of the court facility.~~ The relationship of the Central ~~In-Custody~~ Juvenile Youth Holding to the two high-volume courts on the ~~ground~~ same level and to the vertical circulation to courts above is of critical importance.
 7. The arrangement of the program areas ~~on the ground level~~ of the Court facility is in response to operational requirements and includes the following:
 - The Resource Center, juvenile offender court check-in, and other public service functions should be located as close to the primary court lobby and public vertical circulation as is feasible to allow for ease of access for all youth and family when arriving or leaving the facility.
 - ~~The two high volume courts (Chief Juvenile Courtroom and Juvenile Drug Treatment Court) should be separated from each other to allow for separation of waiting and lobby support functions thereby reducing the security risks in the court waiting areas. The Chief Juvenile Courtroom should be the closer of the two courts to the Court Lobby.~~ The program areas located on the entry level should allow for separation of waiting areas and lobby support functions (e.g. resource center, café, etc....) thereby reducing congestion, overcrowding and security risks in the lobby area.
 - The Juvenile Drug Treatment Court should be adjacent to staff program areas



servicing it and should be placed as far from other court activities as is feasible.

- Courtroom waiting areas shall not be enclosed and should be visible from adjacent areas. Primary waiting for the two high-volume courts (Chief Juvenile Courtroom and Juvenile Drug Treatment Court) is expected to occur inside the courtrooms. Secondary or overflow waiting will take place outside of the high-volume courts. Waiting areas outside of the courtrooms should allow for sufficient separation of parties and should enhance the ability to call people into court.
- Juvenile Probation should be ~~located adjacent to~~ easily accessible from the two high-volume courts ~~on the main level of the court facility~~ so that it is easy to find as youth often need to go to Probation Intake after their court appearance.
- Juvenile Probation should be co-located with the Partnership for Youth Justice, juvenile Justice Assessment Team and DJA's Step-Up program. If the adjacency requirements cannot be met, the following elements, listed in order of priority, may be moved to ~~the second floor~~ an adjacent level with the County's approval:
 1. Partnership for Youth Justice
 2. Probation, Records
 3. Probation, Community Programs

If any, or all, of the program elements are moved to ~~the second floor~~ an adjacent level they must be accessed by a shared reception space on that level. Direct access for staff between the two Probation spaces is desirable.
- Courtroom entrances and waiting areas, when feasible, should be visible from a single security ~~post~~ station in the court lobby.

~~The second level of the Court facility includes~~

- The four offender courts and judicial chambers sized to support both the four offender and two high volume courts ~~on the second level and the high volume courts on the first level~~ shall be located on the level above the entry level.
- The Department of Judicial Administration (Clerks) shall be located on the same level as the four offender courts.
- The ~~Alternatives to Secure Detention~~ Administration (1.300) program areas may be located on the level adjacent to secure detention or on the same level as secure detention.
- The Seattle School Districts "Alder Academy"[±] (if the Additive Alternate for the Alder Academy is accepted) ~~are also included on this level and~~ should be adjacent to the vertical circulation for ease of access and public wayfinding. These program areas are regularly accessed by the public. Accessing them through or from the court waiting areas adjacent to the Courtrooms would not be desirable.



- The Security Operations program area may be located on the entry level or the level adjacent to the entry level with direct access to a stair that leads to the main “Entry Lobby” below. Views from the Security Operations program area to the entry plaza are desirable.
 - The Juvenile Court Administration/Services program area ~~is~~ should be centrally located and convenient to the offender courts ~~is located with the four offender courts~~ as a preference but other locations for this program area may also be acceptable.
 - The ~~third level of the Court facility includes~~ three dependency courts and the Family Treatment Court as well as judicial chambers sized to support the courts should be located on the ~~third~~ highest level. The Prosecuting Attorney's Office and Dependency CASA Office program areas are located on this level adjacent to the vertical circulation lobby. The Prosecuting Attorney's Office needs to be accessible to the circulation lobby but does not have a direct relationship with the courts functions that are occurring on this level. The Public Child Care is located adjacent to the vertical circulation lobby in order to be easily accessible for families that need child care services while attending court or other functions on lower floors but other locations for this function are acceptable as long as they are not on the main building entry level. It is located on this level in order to easily accommodate the most frequent users of the service--the families involved in dependency and family court matters. All other program areas shown on this level are integral to the dependency and family court functions. Dependency coordinators are located in the elevator lobby to provide check in for families attending court matters on this floor.
8. Staff and judicial officers will arrive from parking areas to a mezzanine level between the Lower Level and the Lobby Entry. Staff will then circulate up an elevator or stair to the main entry where they will go through the main security screening prior to entering the Entry Lobby. Staff support areas for detention and courts staff (lockers and workout rooms) are located on the mezzanine level for use by staff prior to entering the facility through the secure screening. Staff support for courts staff(lockers and workout rooms) may be located on the mezzanine level for use by staff, however they must go through the building entry screening prior to gaining access to these areas. Staff support areas for Detention staff (lockers and workout rooms) must be located within the secure detention perimeter.
9. The lower level of the building includes the loading dock area and associated building support functions. There are also two separate, secure vehicular sallyports, one for transport of detainees to the Adult Holding program area adjacent to the vertical circulation to the courtrooms and the other the transport of juveniles to be



- processed into the Juvenile Detention Facility. Officers will have custody of and accompany the youth from their vehicles up to the main detention level via a secure detention vertical circulation core adjacent to the Juvenile Detention Sallyport. Transfer of youth to the custody of the King County detention staff will occur on the main detention level in the Admissions and Release area. The detention kitchen program area is located adjacent to the loading dock area to allow for direct access to food service deliveries. Transport of food prepared for the detention functions will occur through the secure detention vertical circulation core.
10. The building design and site organization shall allow for the existing facility to remain operational while the new facility is under construction and shall allow for operation of the new facility during demolition of the existing facility and construction of the remaining site improvements and parking garage.
 11. The building design and site organization shall accommodate a future Phase 2 construction as identified in the program document, including layout of program elements to accommodate Phase 2 adjacencies, sizing of the vertical circulation to accommodate additional building levels, sizing equipment areas to accommodate future equipment to be installed in phase II, and preparation of structure and architectural elements to accommodate future construction for Phase 2.
 12. The fourth and fifth Phase 2 levels of the court facility shall include seven family law courts, the PAO's Family Support Unit and DV Advocates and all spaces identified as "New Space" in Appendix A, Court Phase II Space Detail. All courtrooms in the facility should be designed with maximum flexibility to have the capability to be used for different functions in the future.
 13. All Phase 2 additions to existing Phase 1 spaces (e.g. lobby, Department of Judicial Administration (Clerk's Office), Judicial Conference Room), with the exception of the PAO's Family Support Unit, must be located directly adjacent to the Phase 1 space. This may be accommodated by a) building out the additional Phase 2 space on the first 3 floors or b) through the location of Phase 1 spaces that can be easily re-purposed when needed for the Phase 2 expansion (such as conference rooms)

CIRCULATION PATTERNS/LINKAGES/ACCESS/EGRESS

Management and zoning of circulation in the development of the project design is critical to the success of the project. The following circulation concepts should be incorporated in project.

1. Site Circulation Concepts

- The "Alder connection" across the site is a significant site design element and is



meant to serve multiple circulation functions for the project. The connection should provide pedestrian and bike access through the site for the adjacent neighborhoods and should align with the existing Alder Street west of 12th Avenue and east of 14th Avenue. The design of the “Alder Connection” should ensure the safety of both pedestrians and bicycle traffic, especially in the vehicle turnaround and drop-off area. Through vehicle traffic will not be allowed on the “Alder Connection”. Public access to the facility drop-off and access to public parking will be accessed from 12th Avenue and will occur along the “Alder connection”. Public access to building entries will occur along the “Alder connection”. Pedestrian amenities such as entry plazas, areas of outdoor seating and/or green space should be accessed along the “Alder connection”. ~~In the Site Concept diagram staff parking may be accessed off of the “Alder connection” with entry from 14th Avenue or from Spruce Street.~~ The “Alder connection” will also need to provide fire access as may be required by code and the AHJ.

- The service drive for the project is accessed from Spruce Street and is located east of the surplus parcel shown at the corner of 12th Avenue and Spruce Street. The service drive provides access to the service area at the lower level of the facility and is accessed by developing a “tunnel” connection under the new “Alder connection”. This service drive provides access to the loading dock, the Adult Holding Sallyport, the Detention Sallyport, judicial and staff parking in the lower levels of the parking garage. ~~Segregation of the circulation for these functions as indicated in the site diagrams is critical to the success of the design.~~ Segregation of the circulation for these functions as indicated in the site diagrams is preferred to shared circulation access to the sally port and loading dock.
- As indicated in the Site Concept diagram, the access to the judicial and staff parking located in the parking garage is from 12 Avenue via a tunnel off of Spruce Street.
- Truck movement and/or waiting for access to the loading dock should not impede access to the Detention Sallyport. Stacking for entry or exit from the staff garage should not impede access to the loading dock/sallyport area. Truck waiting for two vehicles shall be accommodated in a separate lane along the drive prior to access into the loading dock. A bypass lane separate from the ingress/egress lanes to staff parking shall be provided to allow free access to the loading dock areas when staff parking traffic is present.
- Staff and judicial access to the facility from staff parking is segregated from the public by accessing a vertical circulation core from below the entry level that allows direct circulation up to the screening area of the lobby. In the Site Concept diagram, staff and judicial officers access the vertical circulation directly from a tunnel connection below the “Alder connection” from the staff parking garage to the



- vertical circulation core adjacent to the screening area of the lobby. Access from the parking garage to screening area by a skybridge or elevated walkway is not desirable.
- The Design Build entity's design shall include an emergency evacuation area that allows for a standard King County metro bus (31'-6") to drive onto the site, load the incarcerated youth, and leave the site. All components of the egress path to the bus shall be compliant with all building codes. The evacuation area may be located within the vehicle sally port, or it may be located elsewhere as long as provisions for safe egress, together with physical barriers such as fencing to prevent escape are included. A three point turn around for the bus to leave the site is acceptable, as is a drive through arrangement compliant with City of Seattle SDOT for site access to and from public right of ways.
 - Figure 4.4 shows a separate Vehicle sally port for Detention (youth), and a separate Adult Sally Port. These may be combined into one Vehicle Sally Port as long as access to Admissions and Release is direct, access to Adult Holding is direct, and conformance with Part C: Facility Program, Chapter 2 Court Program, Security, 13.300 Central Adult Holding (pgs. 2-98 and 2-99) and Part C: Facility Program, Chapter 3 Detention Program, Space Program, 2.0 Operations (pgs. 3-19 through 3-26). ~~The vehicle sally port must be sized to allow for 4 parking stalls 9' 0" wide by 18' long with adequate space for vehicles to easily maneuver in and out of the vehicle sally~~ If a separate Juvenile Vehicle Sally Port and separate Adult Vehicle Sally port are provided, the Juvenile Sally port must be sized to allow for 4 parking stalls 9'-0" wide by 18' long, and the Adult Vehicle Sally port must be sized for 2 parking stalls 9'-0" wide by 18' long. If the two sally ports are combined into one sally port then it must be sized to provide parking for 6 vehicles stalls 9'-0" wide by 18' long. Any Configuration of the vehicle sallies shall include adequate space for vehicles to easily maneuver in and out of the vehicle sally.

2. Building Circulation Concepts

- Clear separation of circulation types within the building is required to meet the operational and programmatic goals of the project. Public circulation, private circulation (judicial officer and staff), and detention circulation must be properly designed following "best practices" for courts and detention integrated facilities.
- Public circulation shall be kept separate from the private and detention circulation.
- Private circulation (Judicial officers and staff) and the detention circulation (detainees) shall not cross paths in accessing the courtrooms from staff and detention areas. The attached building diagrams show the County's desired approach to circulation separation for this project. Of particular note is the intent to



have detention Central Holding located directly adjacent to the two high-volume courts and the vertical circulation court “holding” cores on the Ground Level. This allows for significant operational efficiencies. In order to separate the private circulation (judicial) to these courtrooms from Central Holding circulation, vertical circulation for judicial and court staff is provided from the second level down to these courtrooms on the ground level.

- Within the secure detention facility, circulation paths for youth movement should be clear and direct in order to enhance youth/staff safety and to support the efficiency of the operation.

BUILDING SUPPORT SERVICES

Building support services should be designed and located on the site and within the building with consideration for security, safety, functional efficiencies and adjacencies, ease of access for maintenance and service personnel, and adequate screening of equipment and service activities from adjacent neighborhoods and public access areas. The building and site diagrams in this section do not indicate locations for some of the primary support services such as the location of the central plant, the diesel fuel tank, and the diesel generators in order to allow the design teams to have flexibility in developing the best approach for placement of these program elements within the context of the County's stated program goals and objectives. Specific requirements for the support service program areas appear in the program documents and in the facility performance standards documents.

PARKING

There are two primary components to the parking requirement for this project—public parking and staff parking. The public parking shall accommodate 160 vehicles and the staff parking shall accommodate 200 vehicles for a total of 360 stalls for Phase 1. The total number of parking stalls for Phase 1 may be adjusted during the land use permitting process depending upon the County's final transportation management plan for Phase 1 developed for the project. Parking for four King County facilities vans (needing 8'-6" clear height and are included in the 200 staff parking count) needs to be accommodated within the staff portion of the garage. The site/parking garage will also need to be designed to add an additional 110 public parking stalls and 40 additional staff parking stalls for a total of 510 stalls to accommodate the future Phase 2 program. The total number of parking stalls for Phase 2 may be adjusted during the land use permitting process depending upon the County's final transportation management plan for Phase 2 developed for the project. A separately secured area shall be developed to



accommodate twenty (20) judicial officer parking stalls either within the staff garage or adjacent to or under the court building. These twenty spaces are included within the total number of staff parking stalls. Vertical staff parking garage circulation and garage access to the courthouse may be designed for use by both staff and judicial officers.

Parking for judicial officers (if not accommodated under the facility) and staff is accommodated in lower levels of the stand-alone garage south of the facility. The staff parking needs to be completely separated from the public parking within the garage and judicial parking should be secured from the staff parking area. Vertical circulation for staff shall be completely separate from vertical circulation for the public within the garage. Staff shall be able to cross over to the lower (or lower mezzanine) level of the building in a secure staff tunnel connection below the "Alder connection". Please note that the actual footprint size of the parking (including use of space under the Alder connection) may vary to best respond to parking efficiency, project cost value, and constructability. The stand-alone parking garage located south of the facility shall be designed to accommodate construction of parking levels above the Phase 1 levels in the future that can accommodate the additional stalls required for Phase 2. The future Phase 2 construction of additional levels on this garage will need to comply with City of Seattle Land Use Code height limits for the site.

Staff and judicial access to the parking garage shall be from 12th Avenue via Spruce Street. The design teams must consider the following in determining the optimal location for the staff and judicial access to the parking garage:

- Construction Cost
- Parking Garage Security
- Impact on Alder Connection Design
- Staff and Judicial Building Access/Site Circulation
- Site Construction Phasing
- Impact on Phase 2 Parking Construction

Separate access to the judicial parking could be located adjacent on the north side of the courthouse with access from Remington Court if acceptable by the City of Seattle Land Use Code. If Remington Court access is proposed it may require an updated SEPA review as it was not considered in the SEPA Threshold Determination dated 12/6/13.



DESIGN RESPONSE TO ADJACENT NEIGHBORHOODS

The site and building design should provide an appropriate response to the County's interest in improving the connection of the site to its adjacent neighbors. The site should be designed to enhance the experience of pedestrians through the site at the "Alder connection" and around its perimeter. The co-development (or surplus) parcels that have been identified as part of the site development strategy are a key component of the County's response to the interests of the public and surrounding neighbors. These surplus parcels will allow the site to reconnect to the existing fabric by introducing retail, commercial, green space, and residential street frontages at each of the four corners of the site. The County expects the project design to include grading and site access designs that optimize the future success of the identified co-development (surplus) parcels.

The City has designated 12th Avenue as a significant commercial/residential/retail corridor with a pedestrian overlay. The building and site design should respond to the City's urban design intent for this corridor while also addressing the functional requirements of the facility. The façade design along 12th Avenue shall respond to the intent of the pedestrian overlay zone as provided in the proposed Text Amendments to the City of Seattle's Land Use Code. The proposed Text Amendment provides a variety of options to the design teams to ensure that the 12th Avenue façade becomes a welcome addition to the neighborhood that promotes a pedestrian experience equivalent in quality to the experience provided by transparent storefronts. This may be achieved through public art, landscape, sculpted façade elements, or other streetscape strategies identified in the proposed Text Amendments. Families and youth accessing Juvenile Court functions within the facility should not be directly visible from the street or from the entry drive along the Alder connection. This may create a design challenge and will require a creative design solution that both protects family and youth accessing the court and promotes transparency.

14th Avenue separates the site on the east from a single family neighborhood. The building and site design along 14th Avenue should provide an appropriate response to the scale and fabric of the adjacent neighborhood while also addressing the functional requirements of the detention facility. This is a significant design challenge and the County will be looking for creative solutions to this challenge. Landscape buffers and façade design strategies that soften the impact of the detention facility are desirable and should also serve to deter public access to the face of the structure. At the same time, landscape should not be developed in such a way as to provide hiding places for people or contraband. Trees that screen the visual impact of the facility are desirable but should not be located where they might provide climbing access to the roof of the detention facility. Windows that provide natural light into the detention facility shall be provided along the façade and will help to break up the mass of the facade. However, direct views into the detention facility from adjacent properties or from the site public open spaces will not be acceptable.



Exposed faces of any parking structures, along 14th Avenue, the Alder Connection, and Spruce Street shall be designed to mitigate the visual impact within the site and on adjacent neighborhoods and public ways. Architectural and landscape design elements that are incorporated to help reduce the visual impact should be designed to integrate with the overall security strategy for the parking structure and site and should be reasonably easy to maintain.

Remington Court: Remington Court is currently a two way street located on the north side of the existing site. The 12th Avenue Stewards, a community group interested in issues that affect 12th Avenue, has received a grant from the City of Seattle's Neighborhoods Small and Simple Fund to begin the design process for a "woonerf" on Remington Court between 12th and 14th Avenue. (A woonerf is a Dutch word for an area where motorists and other users share the street without boundaries such as lanes and curbs.) On June 10, 2014 the 12th Avenue Stewards held a design charette for a woonerf on Remington Court. See the attached minutes of this meeting for the issues and preferred design criteria for this project.

CITY OF SEATTLE LAND USE CODE

While there are numerous land use and building codes that this project must comply with , the County has identified the following requirements that are a particular concern for the project and must be addressed skillfully to avoid delays or rejections in obtaining land use approvals:

- 12th Avenue is identified as a principal pedestrian street (23.47A.005.D.2)
 - In addition to the provisions governing NC zones in subsection 23.47A.032.A, the following rules apply in pedestrian designated zones (principal pedestrian street), except as may be permitted under subsection 23.47A.032.D:
 - If access is not provided from an alley (no alley exists on the site) and the lot abuts two or more streets, access to parking shall be from a street that is not a principal pedestrian street. (note: City of Seattle Department of Planning and Development interprets access to loading docks/sallyports the same as access to parking)
 - Exceptions allowed under 23.47A.032.D. : 1) use of alley will create a hazard, 2) a lot borders an unopened right of way, 3) waterfront lots, or 4) police or fire stations. (the CFJC would not qualify as an exception)
- Street Level Uses (23.47A.005.D)
 - Along designated principal pedestrian streets uses along the street-level street-facing façade are limited
 - To meet the permitted uses allowed in the pedestrian overlay zone, the County has determined that providing an open space on 12th Ave will provide the best balance to meet the security requirements of the building and to comply with the land use code. The open space will have a minimum width of 20 feet from



the property line along 12th Avenue to the courthouse/detention building as illustrated in Figure 4-6.

- Street Level Development Standards (23.47A.008)
 - Limits the extent of blank facades between 2 feet and 8 feet to not exceed 20 feet
 - Sixty percent of the street facing façade between 2 feet and 8 feet above the sidewalk shall be transparent

PUBLIC OPEN AREAS

The County has identified a number of locations on the site for the development of public open areas. These areas should be designed for enjoyment of the site by visitors/clients of the CFJC, by staff and by the public. Design solutions for the northeast open area should encourage active use of the area that is appropriate for the location and size of that space: installation of Stormwater flow control or Greenwater Stormwater Infrastructure facilities shall not limit or place restrictions on the active use of the area by the public. These areas may be developed with a combination of landscape and hardscape amenities depending on the location. Visibility into these areas should be maintained to promote safety and security on the site. Active elements such as play structures are not desirable. Seating and pedestrian paths should be provided that allow for enjoyment of the natural setting. Integration of public art into these areas is encouraged and should be implemented as described in the Facility Performance Standards.

Based upon community input, it is desirable to have a landscape link between the Open Area in the NE corner and the Alder Connection within the building setback along 14th Ave.

Phase 2 future development of either the courthouse or detention program shall not encroach upon the minimum required dimensions of the open area as illustrated in Figure 4-6.

SITE PHASING LOGIC

The County intends to complete the Children and Family Justice Center Project prior to initiating any activity on the co-development (surplus) parcels. These parcels will be available for construction staging and temporary uses such as parking during the duration of the project design and construction. The existing court and detention facilities will need to remain operational during the construction of the new court and detention facilities. Temporary parking and access requirements for the existing facility during construction will need to be

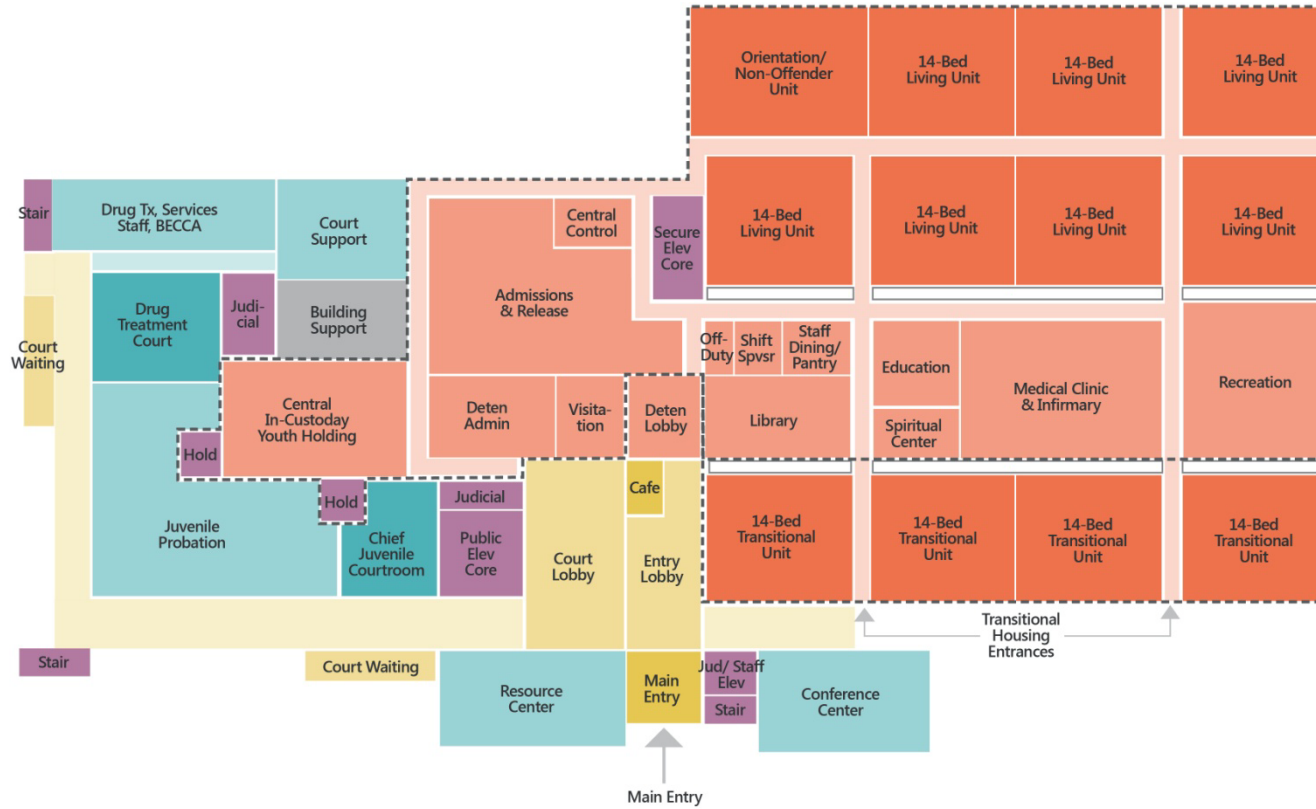


addressed by the design teams as part of the RFP submittal. After occupancy of the new facilities, the existing facilities can be demolished to allow for completion of the site development including the new parking garage at the south end of the site.

Subject to King County approval, the construction of portions of Phase 1A may be delayed or constructed with Phase 1B so long as there will be little to no impact to the relocation of the court and detention operations from the existing building to the new Phase 1A and will allow for the operation of the new courthouse and detention facilities when occupied during the construction Phase 1B.



Figure 4-1
Ground Level



GROUND LEVEL

- | | | | |
|--|---|--|---|
| ■ DETENTION HOUSING | ■ JUDICIAL (COURTS) | ■ PUBLIC SPACE | ■ ELEC/MECH/IT/INFRASTRUCTURE |
| ■ DETENTION SUPPORT | ■ JUDICIAL SUPPORT | ■ PUBLIC LOBBY/OPEN SPACE | ■ VERTICAL CIRCULATION |
| ■ DETENTION CIRCULATION | ■ JUDICIAL CIRCULATION | ■ PUBLIC CIRCULATION | --- SECURE PERIMETER |



Figure 4-2
Level Two

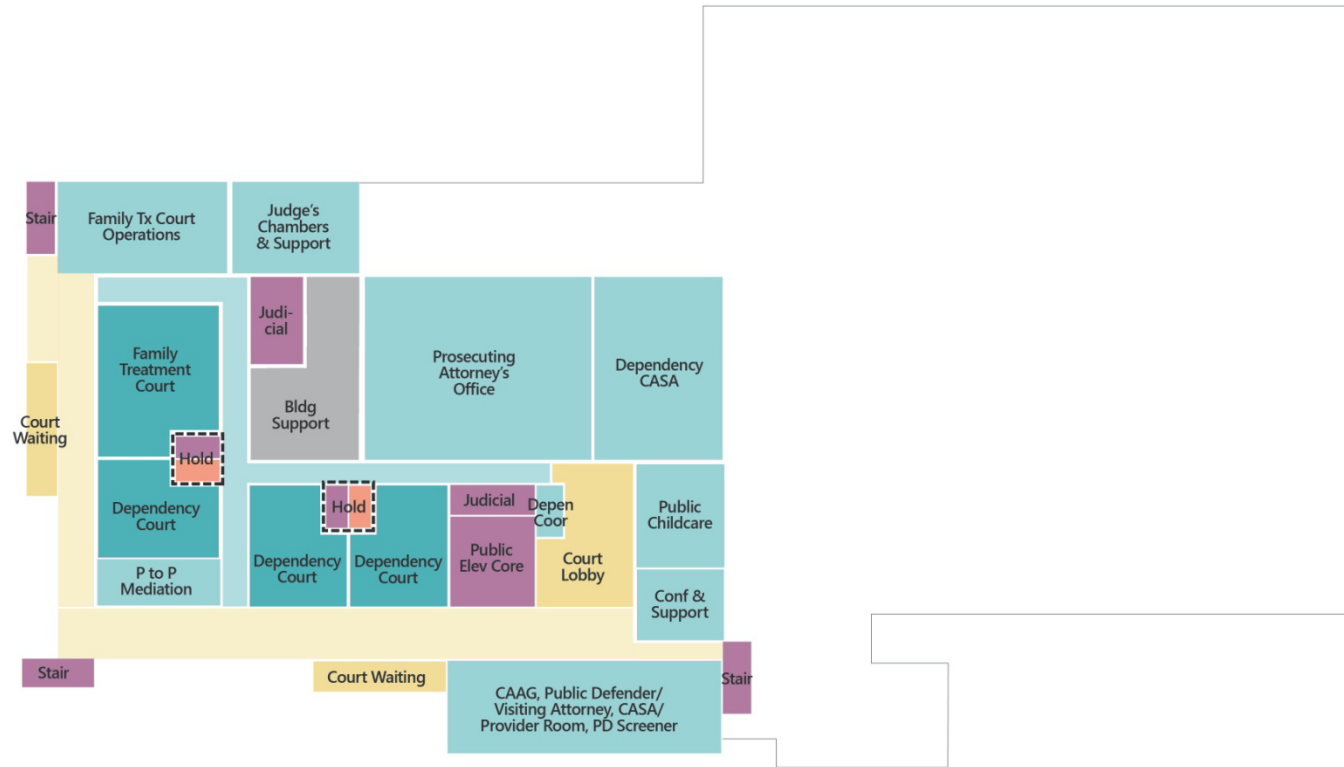


LEVEL TWO

- | | | | |
|---|---|--|--|
| DETENTION HOUSING | JUDICIAL (COURTS) | PUBLIC SPACE | ELEC/MECH/IT/INFRASTRUCTURE |
| DETENTION SUPPORT | JUDICIAL SUPPORT | PUBLIC LOBBY/OPEN SPACE | VERTICAL CIRCULATION |
| DETENTION CIRCULATION | JUDICIAL CIRCULATION | PUBLIC CIRCULATION | SECURE PERIMETER |



Figure 4-3
Level Three



LEVEL THREE

- | | | | |
|-----------------------|----------------------|-------------------------|-----------------------------|
| DETENTION HOUSING | JUDICIAL (COURTS) | PUBLIC SPACE | ELEC/MECH/IT/INFRASTRUCTURE |
| DETENTION SUPPORT | JUDICIAL SUPPORT | PUBLIC LOBBY/OPEN SPACE | VERTICAL CIRCULATION |
| DETENTION CIRCULATION | JUDICIAL CIRCULATION | PUBLIC CIRCULATION | SECURE PERIMETER |



Figure 4-4
Lower Level

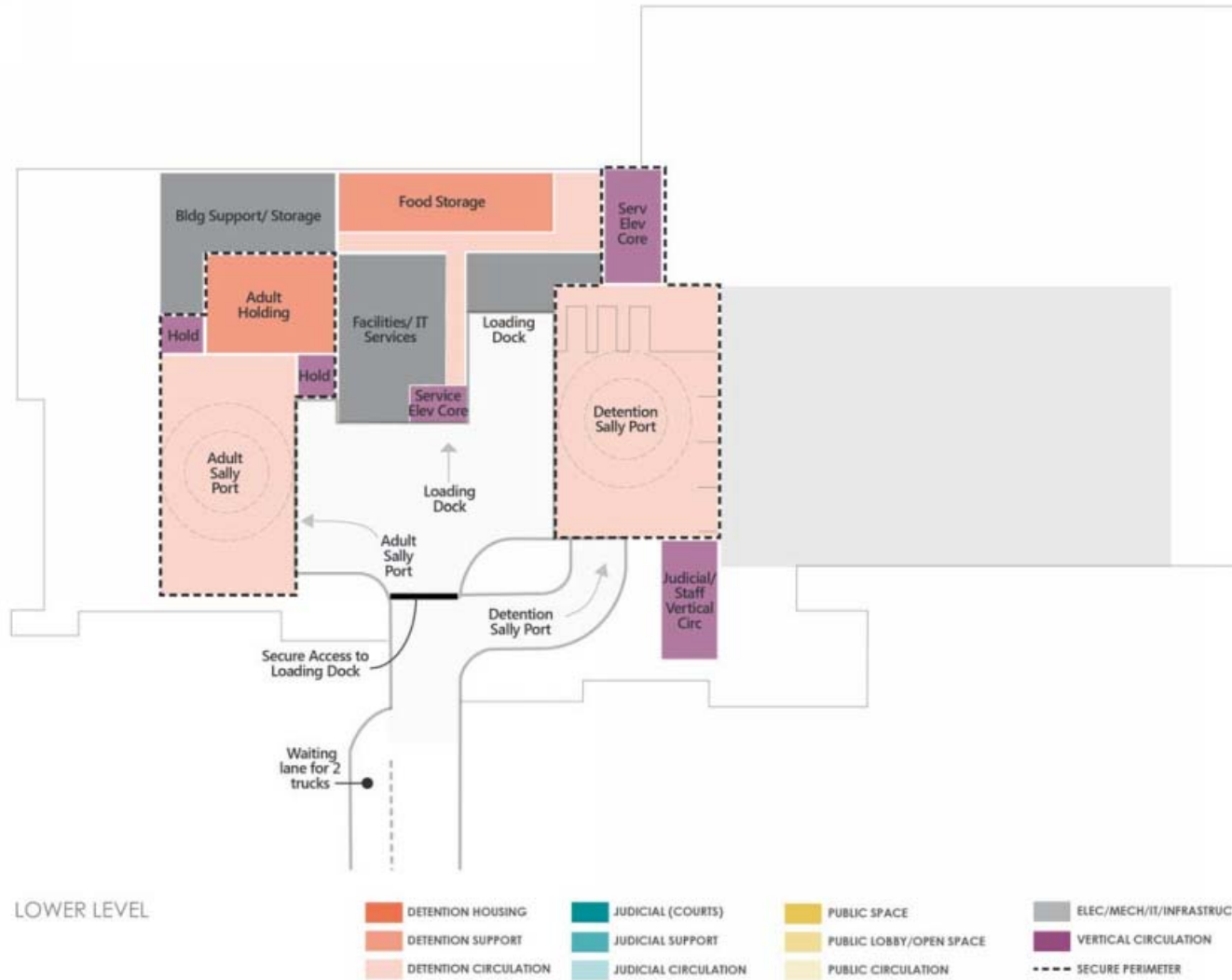
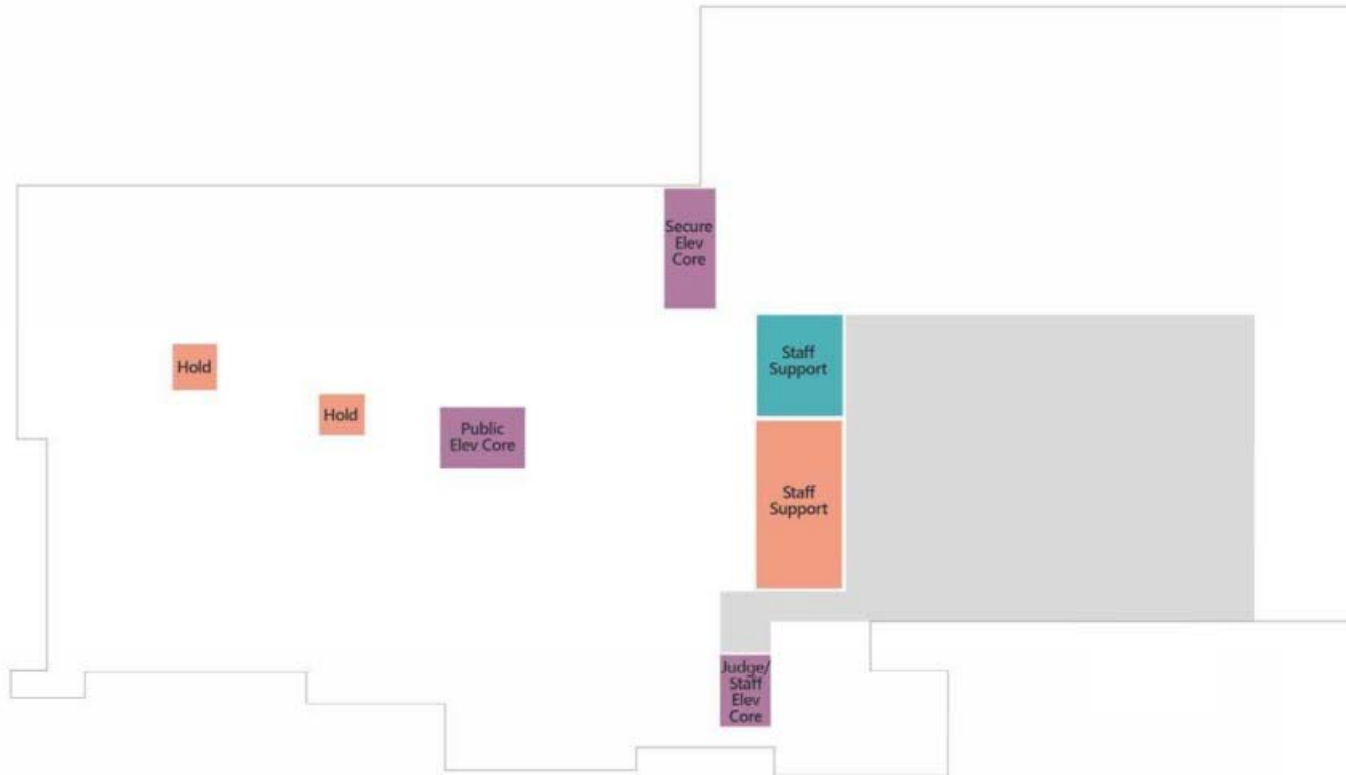




Figure 4-5
Lower Mezzanine Level

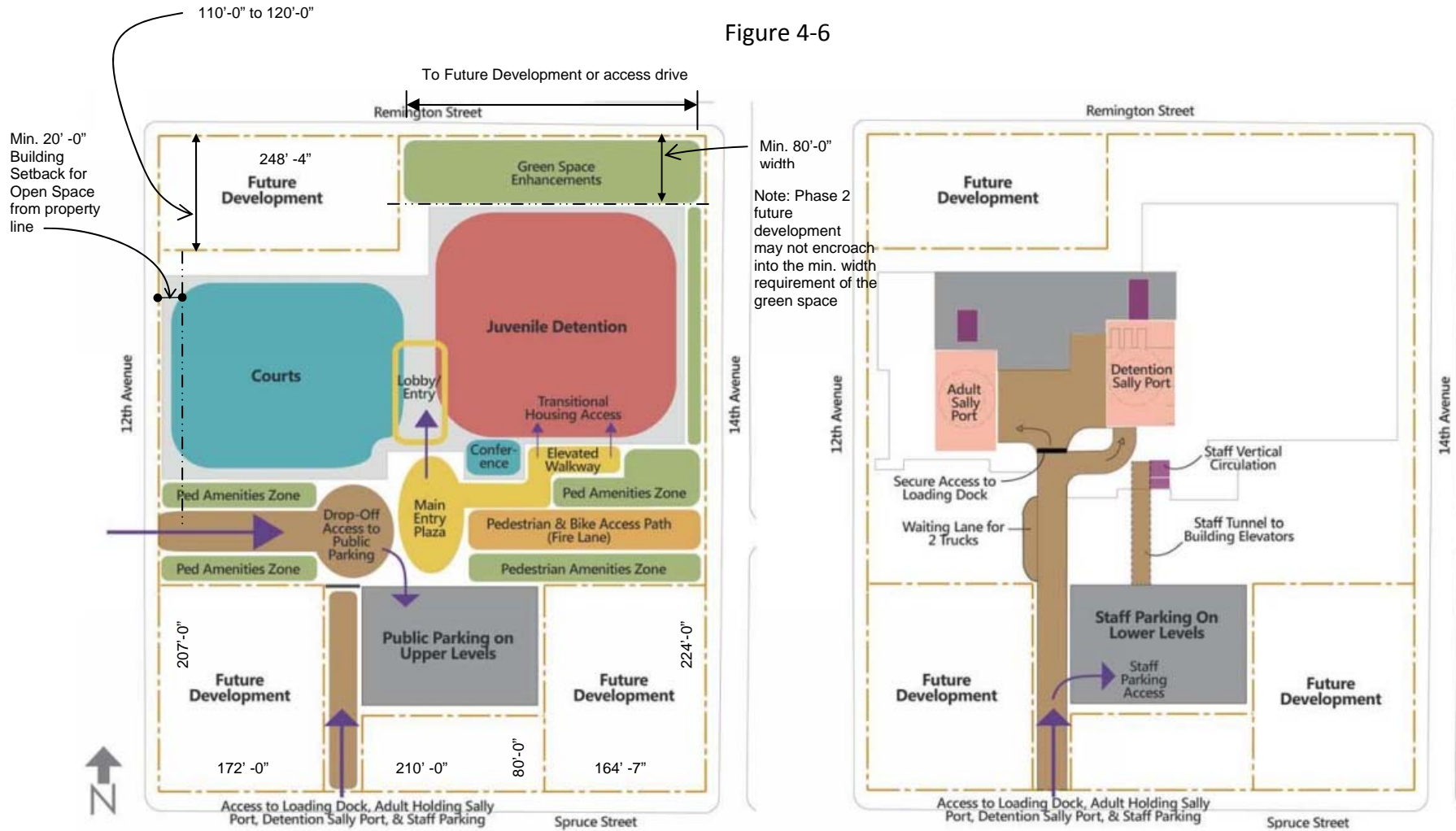


LOWER MEZZANINE LEVEL

- | | | | |
|-----------------------|----------------------|-------------------------|-------------------------------|
| DETENTION HOUSING | JUDICIAL (COURTS) | PUBLIC SPACE | ELEC./MECH./IT/INFRASTRUCTURE |
| DETENTION SUPPORT | JUDICIAL SUPPORT | PUBLIC LOBBY/OPEN SPACE | VERTICAL CIRCULATION |
| DETENTION CIRCULATION | JUDICIAL CIRCULATION | PUBLIC CIRCULATION | SECURE PERIMETER |



Figure 4-6



Note The minimum overall dimensions of "Future Development" parcels are indicated as shown above.

REVISED FINISH & SECURITY SCHEDULE

Flooring	Finish	Base
	F1 Resilient sheet floor	B1 Rubber
	F2 Carpet	B2 Stone
	F3 Ceramic Tile	B3 Wood
	F4 Stained and/or sealed concrete	B4 Ceramic Tile
	F5 Sealed, Non-slip concrete	B5 Resinous covered integral with floor
	F6 Quarry Tile	B6 No base
	F7 Decorative Stone tile, terrazzo, or similar	
	F8 Resilient Athletic Flooring	
	F9 Resinous Flooring	

Walls	Construction	Finish	Security
	W1 GWB	L1 Level 3 GWB, Painted	SL-A Level A - Maximum Security
	W2 Impact resistant GWB up to 8'-0" AFF	L2 Level 4 GWB, Painted U.N.O.	SL-B Level B - Medium Security
	W3 Impact resistant GWB over metal lathe	L3 Level 5 GWB, Painted	SL-C Level C - Minimum Security
	W4 Tile backerboard	L4 Painted	SL-D Vandal resistant / Durable
	W5 Concrete and/or Metal Panel	L5 Ceramic tile up to minimum 6'-0" AFF	NA Not Applicable
	W6 Designed decorative finish	L6 Factory Finish	
	W7 CMU	L7 Padded wall	Wall height
		L8 Stainless steel shower enclosure	WH1 To ceiling
		L9 Metal wainscot up to 6'-0" AFF	WH2 6" minimum above ceiling
		WH3 Full height to structure	

Ceiling	Construction	Finish	Minimum Ceiling height
	C1 Exposed structure	L1 Level 3 GWB, Painted	8'
	C2 Suspended acoustical tile, 2x2 unless approved by owner	L2 Level 4 GWB, Painted U.N.O. L3 Level 5 GWB, Painted	9' 10'
	C3 Suspended GWB	L4 Painted	11'
	C4 Suspended impact resistant GWB over metal lathe	L5 Not Applicable L6 Factory Finish	12'
	C5 Security ceiling (Concrete or metal)		
	C6 Decorative and acoustical finish		

REVISED
SECTION 01 11 20**DESIGN SERVICES AND DELIVERABLES****PART 1 - GENERAL**

1.1 SUMMARY

This Section includes summary of work including:

- 1.1.1 Design Services
- 1.1.2 Proposal Phase
- 1.1.3 Design Development Phase
- 1.1.4 Construction Documents Phase
- 1.1.5 Construction Phase
- 1.1.6 Operation/Project Close Out
- 1.1.7 County Review Requirements

1.2 DESIGN SERVICES

1.2.1 Summary of Design and Technical Requirements

- 1.2.1.1. The RFP, Facility Program and Facility Performance Standards documents, pursuant to the Contract, set forth the County's minimum design and construction requirements for the Project that the Design Builder shall meet in preparing designs and constructing the Project. Design Builder shall prepare designs to meet these requirements and submit deliverables as described in these requirements. The requirements of this Section do not supersede the requirements of the Contract and General Conditions.
- 1.2.1.2. Design Builder shall submit designs and deliverables for review and approval meeting the requirements of the Contract Documents at one hundred percent (100%) Schematic Design, fifty percent (50%) and one hundred percent (100%) Design Development, and fifty percent (50%) and one hundred percent (100%) Construction Document completion. For submittal review times see Section 01 33 00. Design Builder may elect to create incremental packages of major building components or activities it deems advantageous towards scheduling or permitting efficiencies. If Design Builder elects to create such incremental packages, these shall also be submitted for review and approval. Design Builder shall submit designs and deliverables meeting the requirements of the Contract Documents at ninety percent (90%) Construction Document completion for review and comment by the Commissioning Agent, as required in Section 01 91 00 (General

Commissioning Requirements).

With each submittal required in 1.2.1.2, the Design Builder shall identify changes to design that potentially impact performance and program requirements, and must submit a narrative that clearly delineates any changes to the documents that impact program or performance requirements and describes the full impact of the change. Strike through and bold text in technical specifications is not an acceptable method of identification of these changes.

1.2.1.3. Unless specifically and expressly limited, Design Builder's scope of work shall include all engineering, procurement and construction necessary to complete the Project.

1.2.1.4. Design Builder shall ensure that design and construction administration are coordinated with the requirements of any Sustainable Design Requirements contained within this RFP.

1.2.2 Summary of Work

1.2.2.1. Unless specifically excluded from this Contract, Design Builder shall provide to County all professional architectural and engineering services necessary to perform Design Builder's obligations under the Contract Documents and to complete the Work.

1.2.2.2. Design Builder shall perform the Services using the persons and subconsultants required within the Request for Qualifications and as listed in Design Builder's Statement of Qualifications proposal submittals, and may substitute personnel or subconsultants only upon the County's written consent, which is in County's discretion but will not be unreasonably withheld, and subject to provisions of the General Conditions and the Contract. Design Builder represents that it and its subconsultants possess all necessary training, qualifications, licenses and permits to perform the Services, and that their performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services for public works of improvement of like nature and complexity to the Project. Design Builder's licensed subconsultants (architectural and engineering) shall owe a duty of care to the County in performing their architectural and engineering portions of the Services.

1.2.2.3. Design Builder and its subconsultants shall make an independent assessment of the accuracy of the information provided by the County concerning existing conditions (including but not limited to existing utilities and structures and tie-ins to existing or contemplated facilities) and the adequacy of available design information/technical reports. Design Builder shall rely on the results of its own independent investigations and not on information provided by County. Design Builder shall conduct such further investigations of existing conditions as are necessary for Design Builder to perform the Services and shall advise County of any further information, design or other services necessary to complete the Project. Any cost associated with these additional investigations shall be included within

- 1.2.2.4. Design Builder's design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Washington State Department of Labor and Industries requirements. All drawings and specifications in the Construction Documents, structural and electrical design calculations, site data, cost estimates and any other deliverable required by State or Federal law shall comply with State and Federal standards. Design Builder shall comply with any other requirements of Other Agencies Having Jurisdiction, the Contract Documents, or tie-ins to the Project. Design Builder shall comply with the applicable standard of care of a specialist when preparing Construction Documents to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, including necessary tie-ins, applicable to the Project and the Services, including, but not limited to, all environmental, energy conservation, energy tie-in, and disabled access requirements, regulations and standards of State and local Fire Marshals or Other Authorities Having Jurisdiction over the Project.
- 1.2.2.5. County at all times shall have the right (but not the duty) to review Design Builder's design work, whether performed by Design Builder or a subconsultant of any tier, and whether in a final or preliminary form, to determine progress and conformance to the requirements of the Contract Documents. In the event the County should ever dispute the conformance of any design work (at any stage) with the intent of the Contract Documents, then the County's determination shall control and the Design Builder and/or its subconsultants shall perform the disputed design services and/or work to completion in accord with the County's determination. The Design Builder shall, however, retain its rights under the Contract and General Conditions for claims and disputes, and Design Builder may under that procedure and in its name advance any claim of a subconsultant of any tier.
- 1.2.2.6. All work associated with the abatement of Hazardous Materials is the responsibility of the Design Builder and as further discussed within this RFP. The Design Builder shall employ an industrial hygienist to perform and monitor the work. Refer to Section 01 88 25 for additional information.
- 1.2.2.7. All work associated with permanent and interim wayfinding is the responsibility of the Design Builder.
- 1.2.2.7.1. The Design Builder's Wayfinding and Signage subconsultant will work closely with the County to develop intuitive wayfinding designs that meets the needs of the clients and staff of the Project. The Wayfinding and Signage subconsultant shall address the following items while developing their design:

Children and Family Justice Center**Design Services and Deliverables**

- a. Branding – Coordinate the graphics and wayfinding to integrate with the overall branding strategy of the Project.
 - b. Changeability – Design must allow for the cost effective modification as the needs of the Project change over time. Signage should be specified so that the County can easily update signage on site with on site equipment to be provided under this contract.
 - c. Durability and Maintenance – Signage and wayfinding materials must be extremely durable and easily maintainable. In addition, materials must meet sustainability requirements.
 - d. Coordination with other disciplines such as architecture, interior design, lighting design, and 4Culture (1% for Art) to ensure a coordinated and integrated wayfinding design.
 - e. Readability and Universal messages that intuitively meet the multi-lingual and multi-cultural clients and staff of the Project who are often under a high level of stress.
 - f. Sign quality hierarchy to appropriately address the public and service areas of the Project.
 - g. Code Compliance.
- 1.2.2.7.2. Permanent Wayfinding – Products may include, but are not limited to, the following:
- a. Exterior and site wayfinding that identifies the Project, main entry, vehicular access, pedestrian access, property boundaries, and directions on surrounding City streets.
 - b. Parking area signage that identifies access to the Project, and parking limitations.
 - c. Interior wayfinding that identifies the Project identity, department identification, room identification, and staff specific signage.
 - d. Enhanced environmental graphics that consider appropriate application of electronic media, interactive technologies, public artwork and architectural solutions to address wayfinding challenges.
- 1.2.2.7.3. Interim Wayfinding – Products may include, but are not limited to, the following:
- a. Exterior and site wayfinding that identifies the Project, main entry, vehicular access, and pedestrian access.

- b. Parking area signage that identifies access to the Project, and parking limitations.
- c. Interior wayfinding that identifies the Project identity, department identification, room identification, and staff specific signage.

1.2.2.7.4. The Wayfinding and Signage consultant will submit their design for permanent and interim wayfinding to the County in accordance with the provisions of this Section.

1.2.2.8 Design Builder's Interior Design Services.

- 1.2.2.8.1. Design Builder's Responsibilities also include the preparation of Design Development and Construction Documents and all coordination necessary for accommodation of Furniture Fixtures and Equipment (FF&E) coordination, including coordination of finishes and infrastructure. The Project's design shall meet or exceed the design and performance criteria stipulated in the Facility Program and Facility Performance Standards documents.
- 1.2.2.8.2. The Design Builder shall prepare space plans showing all free standing furniture, equipment and modular systems furniture (MSF) workstations for the Project. Design Builder shall, in consultation with the County, indicate the re-use and placement of new and existing furniture in the space plans. The Design Builder shall coordinate with the furniture vendor/installer(s) to confirm dimensions, details, colors, materials and other pertinent information for the MSF workstations, and coordinate the design and development process with the furniture vendor/installer(s) for modular systems furniture provided by the either the Design Builder or County.
- 1.2.2.8.3. The Design Builder will prepare fully dimensioned floor plans including clear dimension requirements, showing the MSF requirements including work surfaces, storage units, computer related components and other accessories. The MSF workstation vendor/installer(s) will utilize the Design Builder's drawings to prepare "installation" drawings, which will be reviewed and approved by Design Builder for conformance to the space plan drawings.

Children and Family Justice Center**Design Services and Deliverables**

- 1.2.2.8.4. The Design Builder will make available loading dock and elevator operators as needed to support the MSF workstation vendor/installer(s) delivering, distributing, and installing the MSF workstation components. Once the MSF workstations are installed, the Design Builder will install and connect the necessary telecommunications cable within the MSF workstations, and connect the electrical power to the MSF workstations as required.

1.2.3 Coordination of Architectural and Engineering Subconsultants/Other Contractors

- 1.2.3.1. Design Builder shall fully coordinate all architectural and engineering disciplines and subconsultants involved in completing the Work, including but not limited to, all subconsultants employed by Subcontractors or suppliers. Design Builder's subconsultants of all tiers shall fully coordinate with Design Builder and all architectural and engineering disciplines and subconsultants involved in completing the Work.
- 1.2.3.2. Design Builder shall require its subconsultants to agree in their subcontracts to coordinate with Design Builder and other subconsultants.
- 1.2.3.3. See Document 01 31 19 (Project Meetings) for minimum meeting requirements.

1.2.4 Project Master Schedule

- 1.2.4.1. Design Builder shall complete or cause to be completed all services required under this Agreement in accordance within Contract Time as defined in the Contract as well as all approved Project schedules and updates thereto.
- 1.2.4.2. Design Builder shall provide County with a design and construction schedule that outlines dates and time periods for the delivery of Design Builder's services and requirements for information from the County for the performance of its services. The Project Master Schedule will include activities for completing the Project design documents (through release for construction), significant construction milestones, construction submittals and long lead item procurement, dates for decisions by County affecting schedule, and utility interruptions affecting Project operations. For more detailed information refer to Section 01 32 26 (Schedules and Reports).
- 1.2.4.3. The Project Master Schedule shall be updated monthly, and shall meet the following requirements:
 - a. The schedule shall fit within and coordinate with the overall Milestone Schedule in Document 01 12 16 (Work Sequence) including any and all design interfaces.

- b. The schedule shall be in fully operational computer software format as stipulated in Section 01 32 26 (Schedules and Reports).

1.2.4.4. Design Builder shall adjust and cause its retained subconsultants and Subcontractors to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the requirements of Section 01 32 26 (Schedules and Reports).

1.2.4.5. Design Builder has no restraints on when it may bid or assign work to Subcontractors.

1.2.5 Deliverables Required Under This Agreement – General

1.2.5.1. All deliverables required under this Agreement shall be submitted in full compliance with the Contract Documents, shall be submitted in at least triplicate (or such greater number as the County may reasonably request) and, when contained on electronic media, shall be submitted in printed form as well as on electronic media when requested by the County. In the event of a conflict between the electronic version and hard copy versions of Design Builder's documents, the hard copy shall govern.

1.2.5.2. Deficiencies in deliverables and modifications to conform to program requirements and modifications to achieve acceptability of deliverables to County, shall be promptly performed as part of the Contract Price.

1.2.6 County Review Requirements

1.2.6.1 Due to the design-build nature of the project, Contractor and County will jointly develop a list of submittals including shop drawings and other items (e.g. samples, models, mockups) which are to be submitted to the County for review and favorable comment.

1.2.6.2 Contractor shall submit to County for review a preliminary "Schedule of Submittals" which shall list each required submittal arranged by specification section and the times for submitting, reviewing and processing such submittal. The preliminary Schedule of Submittals will be submitted within sixty (60) calendar days of the Notice to Proceed.

1.2.6.3 Contractor shall allow a minimum of twenty-one (21) calendar days for all County reviews and potential re-submittals and reviews by County unless otherwise agreed to between the Contractor and County. Reference Section 01 33 00 "Submittal Packages" and Section 01 32 26 "Schedules and Reports". All schedules developed by the Contractor shall reflect the required twenty-one (21) calendar days for all County reviews.

1.2.6.4 Contractor shall provide an updated Schedules of Submittals every sixty (60) calendar days through the course of the project.

1.2.6.5 Contractor shall submit submittals including shop drawings and other

items (e.g. samples, models, mockups) requiring County reviews) in strict accordance with the Contract and other Division 01 sections.

1.2.6.6 Contractor shall not perform work requiring submission of a submittal or shop drawing or any other item prior to submission and favorable review of the submittal or shop drawing and other items by County.

1.2.6.7 Where a submittal or shop drawing is required by the Contract Documents or shop drawings accepted by County, Architect of Engineer of Record, any related Work performed prior to favorable review of pertinent submittal or shop drawing will at the sole expense, responsibility, and risk of Contractor.

1.2.6.8 County's review of submittals, shop drawings, samples, mockups and other items shall not relieve Contractor of its responsibility for a complete design complying with the requirements of the Contract Documents, but rather, such review shall be in furtherance of the County's monitoring and accepting the design as developed and issued by the Contractor, consistent with these Contract Documents.

1.3 PROPOSAL & RECONCILIATION PHASE

1.3.1 Proposal Phase Documents: Design Builder shall submit all Proposal deliverables as stipulated in the Request for Proposals (RFP).

1.3.2 Reconciliation Phase (100% Schematic Design): Following contract execution, the Design Builder shall complete the Schematic Design phase. This phase shall reconcile the Design Builders RFP documents to ensure that they are in compliance with the County's Facility Performance Standards and Facility Program requirements. The Design Builder shall receive the County's approval of this phase prior to beginning any work with regards to the Design Development and Construction Document phases.

1.4 PARTNERING

1.4.1 Design Builder shall schedule and coordinate partnering sessions to be held every six (6) months during the Project. The Design Builder shall include in partnering sessions representatives of the professional subconsultants preparing the Construction Documents and the construction Subcontractors, as appropriate. Attendees shall include, but not be limited to, representatives from County, the County's Project Partners, and the County's Construction Management consultant. The Design Builder will invite representatives from Other Authorities Having Jurisdiction over the Project to attend partnering sessions when appropriate and with the concurrence of the County. Partnering Sessions shall include the following:

1.4.1.1. A Project Kick-off Partnering Session immediately following the Notice to Proceed.

Children and Family Justice Center**Design Services and Deliverables**

1.4.1.2. A Project Close-out Partnering Session held at approximately the 60% completion point of construction, to address occupancy, punch list, commissioning and close-out activities.

1.4.2 Partnering Sessions are a series of professionally facilitated off-site meetings involving the representatives of the Project team for the purposes of team building and problem solving. The Design Builder shall budget the cost of the partnering sessions within the Contract Price. The Design Builder and the County shall agree on the selection of the partnering facilitator and attendees.

1.5 DESIGN DEVELOPMENT PHASE**1.5.1 Period of Service.**

1.5.1.1. After reconciliation of the Design Builder's Proposed Design, and upon written authorization from the County, Design Builder shall proceed with the performance of the services called for in the Design Development Phase. The intent of the Design Builder's Design Development Phase submittal is to obtain County approval for design revisions, refinements, and concept elaborations produced by the Design Builder during Design Development of Documents prior to Construction Document Production. Design Builder may elect to submit Design Development Documents incrementally by major building phases, components, or areas to facilitate economy of schedule provided overall design concept is clear and adhered to.

1.5.1.2. Design Builder shall submit the deliverables required by the Design Development Phase including preliminary design documents and a revised detailed estimate and cost breakdown of Total Project Costs, within the stipulated period required in the Project Master Schedule.

1.5.1.3. Design Builder shall at the outset of this Phase make full written disclosure to County, and obtain County's express written approval of, any proposed innovative, unique, proprietary or sole source design features. County retains full discretion to disapprove such features.

1.5.2 Lifecycle and Alternates

1.5.2.1. See Section 01 81 12 (Energy Performance Modeling and Verification Requirements)

1.5.2.2. See paragraph 1.5.4 of Section 01 81 13 (Sustainable Design Requirements)

1.5.3 General Scope of Project and Final Design Criteria.

1.5.3.1. After consultation with County and on the basis of the Facility Program and Facility Performance Standards, Design Builder shall determine the general scope, extent and character of the Project and establish final design criteria. Design Builder shall participate in or initiate periodic reviews or workshops as necessary with the County's Representative, County departmental and Project Partner stakeholders, and their consultants during the Design Development Phase. See Document 01 31 19 (Project Meetings) for minimum meeting requirements.

1.5.4 Design Development Documents. Design Builder shall prepare Design Development Documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project, BIM Model and as appropriate with renderings and models. These Design Development Documents shall include, but are not limited to:**1.5.4.1. General**

1.5.4.1.1. A tabulation of both gross and assignable floor areas as proposed by the Design Builder showing a comparison to the program area requirements established in the Facility Program. Such tabulation shall be submitted in both written and electronic format. Room Data Files shall be on CD-ROM disks in either Microsoft Excel spreadsheets or Microsoft Access database files. It is encouraged that floor area tabulation files be linked to Revit and AutoCad drawing files to ensure accuracy through final design stages.

1.5.4.1.2. Design Builder shall provide to County's Representative for County approval two copies of a color matrix, samples of types and size acceptable to the County's Representative of textures and finishes of all materials in the Work at the Project.

1.5.4.2. Architectural

1.5.4.5.1. Scaled, dimensioned floor plans with final room locations including all openings.

1.5.4.5.2. 1/8" scale building sections and elevations showing dimensional relationships, materials and component relationships.

1.5.4.5.3. Identification of fixed equipment to be installed in contract.

1.5.4.5.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.

- 1.5.4.5.5. Preliminary development of typical major details, wall sections, and large-scale blow-ups.
- 1.5.4.5.6. Legend showing symbols used on drawings.
- 1.5.4.5.7. Floor plans identifying location of fixed equipment and quantity and sizes of County furnished major movable equipment and furniture.
- 1.5.4.5.8. Outline Specification for Architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- 1.5.4.5.9. Typical reflected ceiling development including, as applicable, ceiling grid and heights, showing:
 - a. Light fixtures
 - b. Ceiling registers or diffusers
 - c. Access panels.
- 1.5.4.5.10. Identify proposed roof system, deck, insulation system and drainage techniques.
- 1.5.4.5.11. Finish, door, and window schedules.
- 1.5.4.3. Structural
 - 1.5.4.3.1. Structural drawing with all major members located and sized.
 - 1.5.4.3.2. Establish revised building and floor elevations.
 - 1.5.4.3.3. Outline specifications.
 - 1.5.4.3.4. Identify foundation system(s) including fill requirements and piles, with associated soil pressure, water table and seismic center.
- 1.5.4.4. Mechanical/Plumbing
 - 1.5.4.4.1. Heating and cooling load calculations and major duct or pipe runs sized to interface with structural work.
 - 1.5.4.4.2. Major mechanical equipment scheduled indicating size and capacity.
 - 1.5.4.4.3. Ductwork and piping substantially located and sized.
 - 1.5.4.4.4. Devices in ceiling located.

- 1.5.4.4.5. Legend showing symbols used on drawings.
- 1.5.4.4.6. Outline Specifications indicating quality level and manufacturer of equipment and fixtures.
- 1.5.4.5. Electrical
 - 1.5.4.5.1. Written design criteria for electrical systems.
 - 1.5.4.5.2. All lighting fixtures located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
 - 1.5.4.5.3. All major electrical equipment scheduled indicating size and capacity.
 - 1.5.4.5.4. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required.
 - 1.5.4.5.5. Legend showing all symbols used on drawings.
 - 1.5.4.5.6. Outline Specifications indicating quality level and manufacturer.
- 1.5.4.6. Civil
 - 1.5.4.6.1. Further refinement of Proposal Phase documents of onsite and offsite utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
 - 1.5.4.6.2. Further refinement of Proposal Phase roadways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, trust blocks, paved parking and roadway sections.
 - 1.5.4.6.3. Outline Specifications indicating quality level and manufacturer.
- 1.5.4.7. Landscape
 - 1.5.4.5.7. Further refinement of Proposal Phase concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.
 - 1.5.4.5.8. Outline Specifications indicating quality level and manufacturer.

- 1.5.5 Attend Required Meetings. Design Builder shall attend meetings with the community, representatives of the County and its designated consultants, Other Authorities Having Jurisdiction and appropriate governmental agencies and provide information and diagrams to fully describe the Project.
- 1.5.6 Deliverables. Design Builder shall provide twelve (12) hard copies and one electronic copy of the same on a CD for review by the County at the one hundred percent (100%) Design Development Phase.
- 1.5.7 Review of the Final Design by County. Design Builder shall participate and cooperate fully in a review of the Design Development Documents by County and any consultants engaged by it. Design Builder shall make full written disclosure to County, and obtain County's express written approval of, any proposed innovative, unique, proprietary or sole source design features.
- 1.5.8 Constructability Review. The County may conduct a constructability review of the 100% Design Development documents upon the Design Builder's completion of its 100% Design Development documents. The Design Builder will provide written responses to County reviewer comments that identify how issues will be resolved by the Design Builder.
- 1.5.9 Cost Estimate. The Design Builder shall submit to the County an updated Cost Estimate and identify cost changes since the Proposal (providing twelve (12) hard copies and one (1) electronic copy of the same on a compact disc). This estimate shall consist of unit costs applied to the Element Level (Level 3 National Institute of Standards and Technology Unifomat II Classification) items and quantities of work. This estimate shall be organized in a format acceptable to the County. The County will use this estimate for cost reconciliation and design change order reviews.
- 1.6 CONSTRUCTION DOCUMENTS PHASE
- 1.6.1 Period of Service
- 1.6.1.1 After acceptance by the County of the required deliverables in the Design Development Phase, and upon written authorization from the County, Design Builder shall proceed with the performance of the services called for in the Construction Documents Phase.
- 1.6.1.2 Design Builder shall submit the deliverables required by the Construction Documents Phase including preliminary design documents, within the stipulated period required in the Project Master Schedule.
- 1.6.2 Construction Documents. On the basis of the accepted Design Development Documents, Design Builder shall prepare for incorporation in the Contract Documents final Construction Documents to show the work to be furnished and performed by Design Builder. Construction Documents shall set forth in detail the requirement for construction of all work to be performed by Design Builder. Construction Documents shall not supersede the Contract Documents where the Contract Documents contain a more stringent requirement

- 1.6.2.1.1. Architectural
 - a. Completed site plan.
 - b. Completed floor plans, elevations, and sections.
 - c. Architectural details and large blow-ups completed.
 - d. Finish, door, and hardware schedules completed, including all details.
 - e. Site utility plans completed.
 - f. Fixed equipment details and identification completed.
 - g. Reflected ceiling plans completed.
- 1.6.2.1.2. Structural
 - a. Structural floor plans and sections with detailing completed.
 - b. Structural calculations completed.
- 1.6.2.1.3. Mechanical
 - a. Large scale mechanical details completed.
 - b. Mechanical schedules for equipment completed.
 - c. Completed mechanical schematic for environmental cooling and exhaust equipment.
 - d. Complete energy conservation calculations and report necessary for compliance with requirements in the facility performance standards.
- 1.6.2.1.4. Electrical
 - a. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
 - b. Distribution information on power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - c. All electrical equipment schedules completed.

- d. Special system components plans completed.
 - e. Electrical load calculations completed.
 - f. Electronic detention security design completed.
- 1.6.2.1.5. Civil
- a. All site plans, site utilities, parking and roadway systems completed.
- 1.6.2.1.6. Landscaping
- a. All landscape, hardscape, and irrigation plans complete
- 1.6.3 Attend Required Meetings. Attend meetings with the community, representatives of the County and its designated consultants, Other Agencies Having Jurisdiction, and appropriate governmental agencies and provide information and diagrams to fully describe the Project.
- 1.6.4 Deliverables: Design Builder shall submit 12 hard copies and one (1) electronic copy of the same on a CD for review at the fifty percent (50%) and one hundred percent (100%) Construction Documents Phase.
- 1.6.5 Specifications shall be prepared in conformance with the latest edition Master Format of the Construction Specification Institute. Design Builder shall have complete responsibility to secure timely review and approval by all Other Agencies Having Jurisdiction. It is the intent of the County to work in close coordination to assist the Design Builder in the plan review process to support a timely review and approval process schedule.
- 1.6.6 The same architectural and engineering team (and team personnel) that prepared the design deliverables submitted to authorities with jurisdiction shall complete the Construction Documents, subject to the provisions of the Contract agreement and General Conditions.
- 1.6.7 Compliance with Codes, Regulations and Requirements. Prepare Construction Documents in full compliance with the Contract Documents, applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work.
- 1.6.8 Make full written disclosure to County, and obtain County's express written approval of, any proposed innovative, unique, proprietary or sole source design features.
- 1.6.9 Warranty. Design Builder warrants to County that the final design, as expressed in the Construction Documents:
- 1.6.9.1 Will be constructible, workable, serviceable and within the Design Builder's detailed estimate of costs and schedule;
 - 1.6.9.2 Will comply in all respects with the requirements of the Contract Documents.

- 1.6.9.3 Will not call for the use of hazardous or banned materials.
 - 1.6.9.4 Will fully comply with applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work.
 - 1.6.10 Constructability Review. The County may conduct a constructability review of the 50% and 100% Construction Documents upon the Design Builder's completion of its 50% and 100% Construction Documents. The Design Builder will provide written responses to reviewer comments that identify how issues will be resolved by the Design Builder.
 - 1.6.11 Cost Estimate. The Design Builder shall submit to the County an updated Cost Estimate and identify cost changes since the 100% Design Development Estimate (providing twelve (12) hard copies and one (1) electronic copy of the same on a compact disc). This estimate shall consist of unit costs applied to the Element Level (Level 3 National Institute of Standards and Technology Uniformat II Classification) items and quantities of work. This estimate shall be organized in a format acceptable to the County. The County will use this estimate for cost reconciliation and design change order reviews.
- 1.7 CONSTRUCTION PHASE
- 1.7.1 Upon County's review and taking "no exceptions" of Design Builder's Construction Documents for technical divisions or other portions of the Work as Design Builder and County may agree, Design Builder may commence construction of the Work shown.
 - 1.7.2 General Administration of Construction. Design Builder's architectural, design, and engineering subconsultants, including the industrial hygienist, shall make regular visits to the site at intervals appropriate to the various stages of construction as necessary to assure that construction conforms to the final design of the Construction Documents as approved.
 - 1.7.3 Quality Control and Reporting. Design Builder's architectural, design, and engineering subconsultants, including the industrial hygienist, shall participate fully in Design Builder's required quality control program and shall have a duty to advise Design Builder and County in writing of any observations of defective work, work not in conformance with Construction Documents, and lack of progress consistent with the schedule of work in areas associated with their services. See Section 01 45 00 (Quality Control).
 - 1.7.4 Design Builder's architectural, design, and engineering subconsultants, including the industrial hygienist, shall establish and maintain to the satisfaction of County, a computer database compatible with databases maintained by County. The Design Builder's database shall maintain complete and accurate records regarding its activities related to fulfilling the requirements of Section 01 45 00 (Quality Control). Design Builder shall make such database available to County at all reasonable times and turn over

the database in both hard and electronic form to County upon completion or termination of this Agreement.

1.7.5 Together with County, Design Builder and Design Builder's architectural, design, and engineering subconsultants, including the industrial hygienist, shall visit the Project to observe any apparent defects in the construction, correct such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.

1.7.6 Design Builder shall provide to County for County's approval two (2) copies of a color schedule, samples of types and size acceptable to the County of textures and finishes of all materials in the Work at the Project.

1.8 OPERATION/PROJECT CLOSE-OUT PHASE

1.8.1 Operation/Close Out. During the Operation/Project Close-Out Phase, Design Builder and Design Builder's architectural, design, and engineering subconsultants shall, when requested by County, provide all necessary architectural, design and engineering services, including services of its architectural, design and engineering subconsultants, for:

1.8.1.1 Refining, adjusting and correcting of any equipment or systems.

1.8.1.2 Start-up, testing and placing in operation all equipment and systems. See Section 01 91 00 (General Commissioning Requirements).

1.8.1.3 Completion of punchlist work and observation of any apparent defects in the completed construction, correction of such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.

1.8.1.4 Training County's and Project Partner's staff to operate and maintain all equipment and systems.

1.8.1.5 Assisting County in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

1.8.1.6 Preparation of electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process, based on the marked-up prints, Drawings and other data.

1.9 DESIGN BUILDER'S OBLIGATION FOR FINISHED CONSTRUCTION

1.9.1 County's right to review Design Builder's design including, but not limited to, Construction Documents, shop drawings, samples and submittals, as specified in the Contract Documents, shall not relieve Design Builder of its responsibility for a complete design and construction complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of the County's monitoring and accepting the design as developed and issued by the Design Builder, consistent with these Contract Documents.

Design Builder's responsibility to design and construct the Project in conformance with the Contract Documents including, but not limited to, the applicable performance standard and any fully executed change orders, shall be absolute. Such duty may not be altered or diminished by any action other than a signed change order.

- 1.9.2 Auto CAD, Revit, and Other Electronic Data. Provide all electronic files of all Construction Documents drawings including as-bid, as-built, and all record Drawings, on Compact Disks. Prepare electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process. Electronic data shall conform to County requirements for compatibility with County equipment and software.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

**CHILDREN AND FAMILY JUSTICE CENTER
Request for Best and Final Offer**

Contract C00863C13

Addendum 13



King County

**CHILDREN AND FAMILY JUSTICE CENTER
CONTRACT NUMBER C00863C13**

Addendum Number 13

Finalists are hereby notified that the solicitation documents of said Contract have been amended as hereinafter set forth:

Ref.	Page or Drawing	Location and Description of Change
PART A – REQUEST FOR BAFO		
13.1	Page 2	1.01E The Anticipated Schedule for the BAFO process, DELETE d through h; and REPLACE with: “d. August 28, 2014 Final Questions Due e. September 4, 2014 Final Addendum (if necessary) f. September 16, 2014 BAFO’s Due g. September 19, 2014 Final Presentations Team 2 @ 9:00 – 10:30AM Team1 @ 11:00 – 12:30PM h. October 16, 2014 Notification of the Top Ranked Team i. October 17 – 24, 2014 Clarification Meetings and conforming Contract j. November - December Contract Approval & Execution”
13.2	Page 3	1.01 G DELETE “... 1.02...”; and REPLACE with: “...2.01...”
13.3	Page 11	4 DESIGN CONCEPT (SECTION 5), B Design Drawing package, 2, (m) Outline Specifications, DELETE (i) and REPLACE with: “(i) Provide an outline specification using the CSI Master Format.”
13.4	Page 13	6 ADMINISTRATION REQUIREMENTS, 2 Small Contractors and Suppliers Utilization Requirements (Section 9), A DELETE last sentence, and REPLACE with: “The evaluation points within this section will be distributed as follows: the level of SCS Utilization committed to by <u>Finalist</u> (550 Points Maximum) Subcontracting Plan (275 Points Maximum); Outreach Plan (275 Points Maximum).”
13.5	Page 13	6 ADMINISTRATION REQUIREMENTS, 2 Small Contractors and Suppliers Utilization Requirements (Section 9), C Submittal Information, DELETE “...500...” and REPLACE with: “...550...”

Ref.	Page or Drawing	Location and Description of Change
13.6	Page 14	6 ADMINISTRATION REQUIREMENTS, 2 Small Contractors and Suppliers Utilization Requirements (Section 9), C Submittal Information, 2 DELETE "...250..." and REPLACE with: "...275..."
13.7	Page 14	6 ADMINISTRATION REQUIREMENTS, 2 Small Contractors and Suppliers Utilization Requirements (Section 9), C Submittal Information, 3 DELETE "...275..." and REPLACE with: "...275..."
13.8	Appendix A Page 14	BAFO Form R. NO COST TEST FIT TEMPLATE, Program Area Summary, below table DELETE "Additional areas provided".
PART B – FACILITY PROGRAM		
13.9	Page 42	Section 1 Architecture, b. Exterior Construction, Security Glazing, DELETE second paragraph and REPLACE with: "Exterior Ballistic Glass: High-security ballistic-rated glazing (Type GL-6 in Table B1.1- Interior and Exterior Glazing Types) shall be used at exterior windows in: a) courtrooms, b) judicial chambers, and c) exterior windows, 0-8 feet above grade level, in offices and conference rooms located adjacent to the 12 th Avenue open space. Ballistic-resistant glazing as defined in Table B 1.1, must be provided at the main facility entry sufficient in extent to protect those queuing for security screening."
PART C – FACILITY PROGRAM		
13.10	2-43	3.100 Chief Juvenile & Offender Courts, ADD new final sentence under "Offender Courts": "The drop-space (3.111) for the offender courts should be located as close as possible to the two high-volume courts (Chief Juvenile and Juvenile Drug Treatment Court) and shall be accessed from public circulation."
13.11	3-43 Addendum 12 Ref 12.22	Chapter 3, page 3-43, DELETE Section 5.000 Housing, and REPLACE with: REVISION 2, Section 5.000 HOUSING REVISED and new Section 6.000 KEY PROGRAM ADJACENCIES AND VISUAL ACCESS. See attached.
13.12	Addendum 12 Ref 12.23	ADD Burt, Jim, email dated Sunday June 22, 2014 11:40AM, Subject: Notes from June meeting and Remington Ct design charette. See attached.

Ref.	Page or Drawing	Location and Description of Change
		PART G- DESIGN BUILD CONTRACT
13.13	PART G Addendum 10 Ref 10.15	DELETE "DESIGN-BUILD AGREEMENT, dated April 2, 2014" and REPLACE with: DESIGN-BUILD AGREEMENT, dated August 14, 2014. See attached.

Attached To This Addendum:

- REVISION 2, Section 5.000 HOUSING REVISED and new Section 6.000 KEY PROGRAM ADJACENCIES AND VISUAL ACCESS.
- Burt, Jim, email dated Sunday June 22, 2014 11:40AM, Subject: Notes from June meeting and Remington Ct design charette.
- DESIGN-BUILD AGREEMENT, dated August 14, 2014.

This Addendum shall be attached to and form a part of the Contract Documents. All Finalists are reminded to acknowledge this Addendum on Form C of the Request for BAFO.

Date: August 15, 2014

Darren R. Chernick

Darren R. Chernick
Contract Specialist



REVISION 2

5.000 Housing

The housing area (traditionally referred to as Living Halls by the DAJD) is the single most important area that visually represents the core values for the care and custody of youth in King County. While security and youth and staff safety is paramount, the use of traditional adult correctional solutions to the arrangement of and within the Living Halls is unacceptable. The overarching guiding principle that impacts all design choices is that staff, not barriers and devices, secures the Living Halls.

Because this component of the CFJC Detention Section is so critical to establishing the perception of youth in the custody of King County, the guiding principles are enumerated as follows:

1. Public, staff, and youth safety should be assured through a dynamic security approach to management, control, and design.
2. An evidence-based placement approach should be used to assign the youth to Living Halls and determine the level of control that should be required.
3. Sustaining direct and continuous interaction between staff and youth dictated the maximum size of living units at ~~14~~16.
4. While a youth may require confinement to his/her room, a separate segregation Living Hall is not appropriate.
5. Using a dynamic security approach, the design of Living Halls should promote and sustain normalized communication between staff and the youth.
6. Living Halls will include decentralized functions to support education and skills training, counseling, and medical triage to enhance socialization and improve operational efficiency. Interactive large screen TV's should be used to support de-centralization.
7. Living Halls should include a Pantry that provides the flexibility to serve at least one meal a day in the Dayroom using a "family-style" approach. Appliances should be capable of easy maintenance.
8. All surfaces should be vandal resistant, easily maintained, and designed to minimize an institutional appearance.
9. Interaction between staff and the youth should be supported by a combination of group and private meeting spaces.
10. A Sleeping Room will house one youth and be technologically capable of accommodating interactive tele-learning equipment.
11. Sleeping Rooms will be "wet" but with privacy screening provided around the water closet which should allow for partial view for safety and security. Power should be provided to allow for electronic operation and monitoring of the doors.
12. Abundant natural light should be used in all spaces of the Living Hall including individual Sleeping Rooms.



REVISION 2

Adherence to these principles is the foundation to achieving an environment that is appropriate to the unique needs of youth.

As expressed in the above principles, each Living Hall operates under a dynamic supervision model, meaning that during hours of operation when youth are out of their rooms, staff is always present and in direct contact. This cornerstone requirement means that the configuration and furnishings in Sleeping Rooms and the Dayroom can be normative and not of an overly institutional nature. Furnishings in higher classification sleeping rooms will need to have the level of durability that is required for the classification.

~~In the 2012 Program a decision was reached to base the configuration for housing on three “clusters” of four, 14-room Living Halls that are flexibly designed to be able to serve detained youth or community-based programs. All Living Halls are based on 14 individual Sleeping Rooms, with the exception of two. A 6 room Orientation Living Hall is included for youth to spend the first several hours after completing the admissions process. A second, separate 6-room Living Hall is provided for youth admitted under the Becca Act (non-offender) for safekeeping.~~

~~During the course of this Program Update, through a public input process, the type of accommodation for youth was re-visited with a decision to dedicate one “cluster” of 4, 14 room Living Halls that are flexibly designed to be able to serve detained youth or future community-based programs. For the sake of a “label” for this unique program and space, the term “Transition Housing” will be used in this Program Update.~~

The configuration of the housing units is identified in the table 3-7 below based on operational changes related to the Prison Rape Elimination Act (PREA) and recent updates to JDAI standards.

Table 3-7
Living Hall Summary

<u>Living Hall Summary</u>			
<u>Program Name</u>	<u>Number of Halls</u>	<u>Sleeping Rooms</u>	<u>Extended number of Sleeping Rooms</u>
<u>Orientation</u>	<u>1</u>	<u>6</u>	<u>6</u>
<u>BECCA (non-offender)</u>	<u>1</u>	<u>6</u>	<u>6</u>
<u>Typical Living Hall</u>	<u>7</u>	<u>16</u>	<u>112</u>
<u>Transition Living Hall</u>	<u>2</u>	<u>16</u>	<u>32</u>
<u>Sum</u>	<u>11</u>		<u>156</u>



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The total number of sleeping rooms is ~~466~~ 156, which includes 12 rooms for orientation and non-offender populations. Discounting Orientation and BECCA (non-offender), the facility will be able to house 154-144 offenders in 11 9, 14 16-sleeping room Living Halls, which includes Transitional Housing. The numbers in the preceding sentences includes the Transitional Housing Units, but does not include double bunking capabilities which are covered later in this Program section.

Component Description

While housing is the essence of the Detention Section and collectively is the reason the detention component of the CFJC exists, as noted above, the program suggests three ~~similar approaches but~~ types of Living Units with slightly different operational missions.

Orientation/Non-Offender Housing. Although the mission of these two separate units is different, the spaces are the same. The Orientation Unit (6-rooms) provides the place that youth first admitted to the CFJC Detention Section will reside during a continuation of a process that was initiated in the Admissions and Release area. In an attempt to expedite the booking process, the aim is that time spent in Admissions and Release be kept to less than one hour. Once completed, the youth will be escorted to the Orientation Unit dayroom (5.102) and assigned temporarily to a Sleeping Room (5.103). The two Classification Offices (5.110) are in this area.

Spatially, the Non-Offender portion of the housing subcomponent is the same as the Orientation Unit. However, operationally, youth assigned to this unit are processed differently. They are not charged with a criminal offense, but most often are truant in school and are admitted under the Becca Act. When admitted, the youth will process very quickly through the Admissions and Release area and be escorted directly to the Non-Offender Unit.

Sight and sound separation between non-offender and pre-adjudicated youth must be maintained which requires a scheduled use of shared spaces (Classroom – 5.108 and Recreation – 5.112) between the two 6-room areas. Staff will monitor and program both of these units when a youth is present. Neither of these unit's room counts is included in the definition of the detention capacity.

Typical 14 16-Room Living Hall. As noted above, the ~~154 144- bed sleeping room capacity count~~ is based on ~~11 9~~ Living Halls of ~~14 16~~ rooms each. However, ~~four~~ two of the ~~11 9~~ will be designed differently to serve as the transitional housing. Therefore, seven Living Halls (~~98~~ 112 sleeping rooms) comprise the "typical" housing arrangements and form the Core Living Halls.

Each prototypical unit includes a Staff Station (5.201) capable of providing space for two JDO's. While staff are expected to be moving about throughout the Living Hall at times when youth are not in their rooms, class, or out-of-unit, during various times of the day, the staff will be



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completing paperwork at the staff station. From this location, staff should be able to see the door leading from the corridor into the Living Hall, all room doors, the two showers, into the interview rooms, into the classroom, and into the outdoor recreation courtyard.

The Dayroom (5.202) serves as the central space around which all other spaces are located. Youth will participate in group counseling, leisure activities, and dine in this space. Careful attention must be given to light and noise levels in the Dayroom. The furnishings and floor, ceiling, and wall coverings should support the goal of maintaining normal communication without undue reverberation or raising voices above normal levels. The furnishings in the Dayroom should be of a “non-detention” model yet durable and vandal resistant. Since dining will occur in the Dayroom, a separate area should be delineated through floor materials, colors, and furnishings. Tables and chairs secured to the floor are not required.

Similar to the Dayroom, the individual 70 square foot Sleeping Rooms (5.203) should not be defined by the use of adult detention-style furnishings but focus on vandal resistant choices that are easily maintained. However, one room should be equipped with detention-grade hardware and furnishings to serve any on-unit, short-term separation need. Each room ~~should~~ may have a window large enough to have a view to the outside.

Two of the ~~14-16~~ rooms (5.204/5.205) are sized at 110 square feet to either accommodate a second bed that will be on the floor (not double-bunked) or a physically disabled youth with appropriately appointed wheelchair turning radii and grab bars. This provides the option of converting the ~~14-16~~-bed housing units to ~~16-18~~-bed in the future. The supporting spaces (dayroom, education, etc.) have been programmed to accommodate the higher number where identified in the space program.

Each ~~14-16~~ room Living Hall has a classroom that will offer education courses from 0900-1500 hours each weekday. The layout of the classroom should include flexible spaces for regular re-arrangement of the teaching environment, or for other uses. Computer workstations ~~should~~ shall be available in the classroom.

Youth will launder their own clothing in an on-unit Laundry alcove (5.311) that contains commercial grade washer and dryers and is visible from the Staff Station.

The Outdoor Recreation Courtyard (5.315) is intended as an extension of the Dayroom. During daylight hours, youth should be able to directly access this area that is not intended as a space to engage in vigorous outdoor exercise, but to provide access to fresh air and sunlight. During typical days, the door to this space will remain unlocked and available for use. This space should be partially covered so youth can utilize it during inclement weather. The Outdoor Recreation Courtyards shall not be located adjacent to an exterior wall of the facility to eliminate contraband being thrown into or out of the Courtyard(s). Screens, screening, mesh, or other



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physical deterrents to prohibit contraband being thrown in are not an acceptable alternative to locating the Courtyard(s) away from the exterior walls of the facility.

Transition Housing Unit. A significant number of youth may be candidates for assignment to the ~~four~~ two separate ~~14-16~~-room Living Units rather than be confined in the secure segment of the Detention Section. At the time of the completion of this Program Update, consideration was being given to a completely separate operation by a governmental or not-for-profit organization. Therefore, the Transition Unit should have the character as being a separate component of the CFJC, complete with a separate entrance, but also have the flexibility to be utilized as secure detention Living Halls.

~~Youth assigned to this community based, program intensive unit will have been committed by the Courts as an alternative to secure custody. While the criteria has not been finalized, the focus will be upon diverting low risk, often first time offenders of non violent crimes into an environment that stresses education, counseling, skills development, and maintaining familial and community ties.~~

~~The Transition Unit will be within the secure envelope of the CFJC. Access to one or more of the four both of the Transitional Units is a shall be a simple means for DAJD to expand capacity without additional construction. Therefore, accessed to the Transition Unit should be possible from the secure sidecorridor of the Core Secure Detention Section Area through a sally port to each Transition Unit, but also allow for the each Transition Unit to operate as a stand-alone facility with access from an outside entrance.~~

The configuration of the Transition Unit should be completely different from the other seven typical secure units to the extent that “double-loaded” corridors would be acceptable if the Staff Desk (5.401) has an unrestricted view of all room doors. The Association Space (5.402) should be designed for extensive use as group counseling and as a supplement to the attached Classroom (5.409) that serves each housing units.

The ~~four~~ two units within the Transition Unit are further sub-divided into ~~two~~ one living hall where all of the ~~14~~ 16 sleeping rooms are 110 square feet since each contains a screened toilet, lavatory and shower. One of the ~~fourteen~~ sixteen sleeping rooms shall meet barrier free requirements. The other ~~two~~ Transition Unit Living halls shall have ~~12~~ 16 slightly larger sleeping rooms with screened toilet and lavatory, and four shared showers. As with the other typical living units, two of the ~~14~~ 16 rooms are sized at 110 square feet to either accommodate a second bed that will be on the floor (not double-bunked) or a physically disabled youth with appropriately appointed wheelchair turning radii and grab bars. Since each ~~14~~ 16-room units will contain a Kitchen (5.404) where youth can be instructed on food preparation, a separate Dining Area (5.505) is provided where youth can dine family style each meal. ~~A small space for nursing medical services is also provided.~~



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Youth in the Transition Units will participate in far more shared activities than those assigned to secure detention. An Interview Room (5.407) will be provided for private counseling sessions. Traditional and alternative education classes will be held in the attached Classroom (5.409). ~~Youth will be encouraged to interact with their peers in other Transition housing units. One of the four~~ The two Transition Living Units will be designed ~~with an ability to maintain sight and sound separation from the other three.~~ as independent, fully operational juvenile detention living halls, inclusive of the required sight lines and adjacencies. The Transitional Living Units shall be designed with the ability to operate independently from each other and from the Core Secure Detention units while maintaining the required sight and sound separation from each other, and from the rest of detention.

Table 3-8 below is intended to illustrate possible operational scenarios and separation requirements if the County elects to have an outside entity operate one or both of the Transitional Units.

Table 3-8
Transitional Housing Operation Requirement

<u>TRANSITIONAL HOUSING UNITS OPERATIONAL SEPARATION REQUIREMENTS</u>		
<u>Housing Unit</u>	<u>Operated by</u>	<u>Program Requirements</u>
<u>Transitional Units A & B</u>	<u>DAJD</u>	<u>Fully operational juvenile detention living halls, inclusive of sight lines and adjacencies.</u>
<u>Transitional Units A & B</u>	<u>Other Entity</u>	<u>Sight, Sound and access separation from other Secure Detention areas.</u>
<u>Transitional Units A</u>	<u>DAJD</u>	<u>Fully operational juvenile detention living hall, inclusive of sight lines and adjacencies.</u> <u>Sight, sound and access separation from Transitional Unit B</u>
<u>Transitional Units B</u>	<u>Other Entity</u>	<u>Sight, Sound and access separation from other Secure Detention areas and Transitional Unit A</u>
<u>Transitional Units A</u>	<u>Other Entity</u>	<u>Sight, Sound and access separation from the other Secure Detention Areas and Transitional Unit B.</u>
<u>Transitional Units B</u>	<u>DAJD</u>	<u>Fully operational juvenile detention living hall, inclusive of sight lines and adjacencies.</u> <u>Sight, sound and access separation from Transitional Unit A.</u>

Note that the sight sound and access separation(s) noted above shall be accomplished without the construction or installation of walls and doors.



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The future of juvenile detention in King County is likely to involve an increasing number of youth that are better served through an alternative form of programming and management. Therefore, the design of the Transition Unit will serve as an introduction to and defense of this form of service delivery and accommodation.

Space List

Of the total 13 separate housing units, The space requirements are the same in three for the separate groupings

- two 6-bed Orientation/Non-Offender units;
- seven ~~14~~ 16-bed typical Core Secure Detention Units; and
- two ~~14~~ 16-bed Transition Units. In each of these three groupings, the space assignments are the same as

are shown in Table 3-9.

Table 3-9

Space Allocation for Housing

Living Pod "A" - Orientation and General Housing					
5.100 Orientation/Non-Offender Housing Unit Pod A					
5.101	Staff Station	1	50	50	Shared
5.102	Dayroom/Dining	1	50	300	50 sf/juvenile based on 6
5.103	Single Sleeping Rooms	5	70	350	Bed, table, chair, screened toilet/sink
5.104	Accessible Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.105	Pantry	1	25	25	Counter
5.106	Shower/Dressing/Toilet	1	90	90	Accessible
5.107	General Storage	1	40	40	Shared
Total Department Net Area				965	
Efficiency Factor				50%	483
Total 6-Room Orientation/Non-Offender Unit Gross Area				1,448	
Number of 6-Room Units for Orientation/Non-Offender		2		2,895	
Shared Spaces for Orientation/Non-Offender Unit					
5.108	Classroom	1	300	300	Computer terminals; glazing
5.109	Classroom Storage	1	40	40	Lockable space
5.110	Classification Offices	2	100	200	Private offices
5.111	Janitor Closet	1	40	40	Utility sink, shelving
5.112	Attached Outdoor Recreation	1	300	300	Not included in SF total; partially covered
5.113	Staff Toilet	1	50	50	Accessible; lockable space
Total Department Net Area				630	
Efficiency Factor				50%	315
Total 6-Room Orientation/Non-Offend.Unit Shared Gross Area				945	
Total 12-Room Orientation/Non-Offender Unit Gross Area				3,840	12 Sleeping Rooms

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Table 3-9 Continued

Space Allocation for Housing

ID	Function/Space	No. of Rooms	SF/Unit	Total Net SF	Comments
Living Pod "A" - Orientation and General Housing					
5.200 Typical 16-Bed Living Hall Pod A					
5.201	Staff Desk	1	60	60	Open desk
5.202	Dayroom/Dining	1	35	630	35 sf/per 16 juveniles for dining/dayroom activities
5.203	Single Sleeping Rooms	14	70	980	Bed, table, chair, screened toilet/sink
5.204	Large Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.205	Accessible Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.206	Pantry	1	25	25	Base/O.H cabinets; steam table
5.207	Shower/Dressing/Toilet	2	90	180	One Accessible
5.208	Interview Room	1	80	80	Glazing in door
5.209	General Storage	1	80	80	Lockable space
5.210	Janitor's Closet	1	40	40	Utility sink, shelving
5.211	Laundry Area	1	60	60	Commercial grade; cabinets
5.212	Staff Toilet	1	50	50	Accessible; lockable space
5.213	Classroom	1	518	518	Computer terminals; glazing
5.214	Classroom Storage	1	40	40	Lockable space
5.215	Attached Outdoor Recreation	1	450	450	Not included in SF total; partially covered
Total Department Net Area				2,963	
Efficiency Factor			50%	1,482	46% in Previous Program
Total Typical 16-Room Living Hall Gross Area				4,445	
Number of 16-Room Units			3	13,334	Existing Program based on 11
5.216	Neighborhood/Pod Station	1	64	-	Part of grossing factor
Total 56-Room Neighborhood Gross Area				13,334	
Total for Pod "A" Orientation/Non-Offender/General Housing				17,174	



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Table 3-9 Continued
Space Allocation for Housing

ID	Function/Space	No. of Rooms	SF/Unit	Total Net SF	Comments
Living Pod "B" - General Housing					
5.300 Typical 16-Bed Living Hall Pod B					
5.301	Staff Desk	1	60	60	Open desk
5.302	Dayroom/Dining	1	35	630	35 sf/per 16 juveniles for dining/dayroom activities
5.303	Single Sleeping Rooms	14	70	980	Bed, table, chair, screened toilet/sink
5.304	Large Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.305	Accessible Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.306	Pantry	1	25	25	Base/O.H cabinets; steam table
5.307	Shower/Dressing/Toilet	2	90	180	One Accessible
5.308	Interview Room	1	80	80	Glazing in door
5.309	General Storage	1	80	80	Lockable space
5.310	Janitor's Closet	1	40	40	Utility sink, shelving
5.311	Laundry Area	1	60	60	Commercial grade; cabinets
5.312	Staff Toilet	1	50	50	Accessible; lockable space
5.313	Classroom	1	518	518	Computer terminals; glazing
5.314	Classroom Storage	1	40	40	Lockable space
5.315	Attached Outdoor Recreation	1	450	450	Not included in SF total; partially covered
Total Department Net Area				2,963	
			Efficiency Factor	50%	46% in Previous Program
Total Typical 16-Room Living Hall Gross Area				4,445	
Number of 16-Room Units			4	17,778	Existing Program based on 11
5.316	Neighborhood/Pod Station	1	64	-	Part of grossing factor
Total Pod "B"Pod/Neighborhood General Housing				17,778	



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Table 3-9 Continued
Space Allocation for Housing

ID	Function/Space	No. of Rooms	SF/Unit	Total Net SF	Comments
Living Pod "C" - Transitional Housing					
5.400 16-Bed Transition/Honor Units Hall 1 Pod C					
5.401	Staff Desk	1	40	40	Open desk
5.402	Association Space	1	35	630	35 sf/juvenile, Note 1
5.403	Single Sleeping Rooms	16	110	1,760	Rooms w/screened wc, lav, shr
5.404	Unit Kitchen	1	80	80	Base/O.H cabinets; range, refrig.
5.405	Dining Area	1	15	240	Seating for 16
5.406	General Storage	1	40	40	Lockable space
5.407	Interview Room	1	80	80	Glazing in door
5.408	Staff Toilet	1	50	50	Accessible; lockable space
5.409	Classroom	1	518	518	Computer terminals; glazing
5.410	Classroom Storage	1	40	40	Lockable space
5.411	Laundry Area	1	60	60	Commercial grade; cabinets
5.412	Janitor's Closet	1	40	40	Utility sink, shelving
5.413	Attached Outdoor Recreation	1	450	450	Not included in SF total; partially covered
Total Net Area Typical of Hall 1				3,578	
			Efficiency Factor	40%	1,431
Total Gross Area Transitional Hall 1				5,009	
			Number of 16-Room Units	1	5,009



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Table 3-9 Continued
Space Allocation for Housing

ID	Function/Space	No. of Rooms	SF/Unit	Total Net SF	Comments
Living Pod "C" - Transitional Housing					
5.415 16-Bed Transition/Honor Units Hall 2 Pod C					
5.416	Staff Desk	1	40	40	Open desk
5.417	Association Space	1	35	630	35 sf/juvenile, Note 1
5.418	Single Sleeping Rooms	14	84	1,176	Rooms w/screened wc, lav.
5.419	Large Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.420	Accessible Sleeping Room	1	110	110	Capable of 2 side-by-side bunks
5.421	Shower/Dressing/Toilet	4	90	360	One Accessible
5.422	Unit Kitchen	1	80	80	Base/O.H cabinets; range, refrig.
5.423	Dining Area	1	15	240	Seating for 16
5.424	General Storage	1	40	40	Lockable space
5.425	Interview Room	1	80	80	Glazing in door
5.426	Staff Toilet	1	50	50	Accessible; lockable space
5.427	Classroom	1	518	518	Computer terminals; glazing
5.428	Classroom Storage	1	40	40	Lockable space
5.429	Laundry Area	1	60	60	Commercial grade; cabinets
5.430	Janitor's Closet	1	40	40	Utility sink, shelving
5.431	Attached Outdoor Recreation	1	450	450	Not included in SF total; partially covered
Total Net Area Transitional Hall 2				3,574	
			Efficiency Factor	40%	1,430
Total Gross Area Transitional Hall 2				5,004	
			Number of 16-Room Units	1	5,004
Total Pod "C"Pod/Neighborhood General Housing				10,013	
Total Housing Component Gross Area				44,964	
			Building Grossing Factor	15%	6,745
TOTAL AREA for HOUSING COMPONENT				51,709	

Applying the 15% building gross factor to the DGSF totals for each of the three housing unit types, the total square footage for the Housing Component is ~~59,704~~ 51,619.

Adjacencies

In the following pages, functional relationship diagrams are shown for the three housing "pods" that are made up of six and ~~fourteen-bed~~ sixteen sleeping room living units. These diagrams are to illustrate relationships and are not meant to imply a conceptual layout. Due to site restraints,



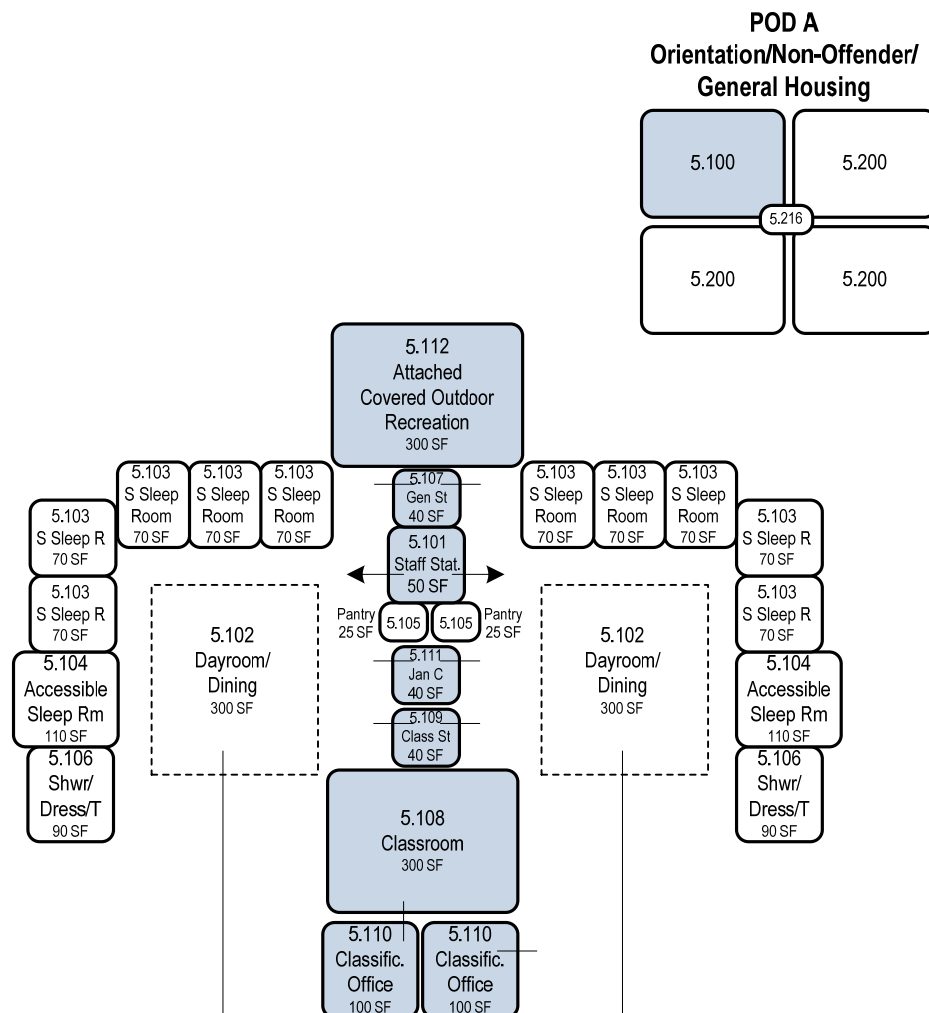
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an assumption has been made that most of the housing units will be double level with an open dayroom. This is not mandatory but a combination of site and staffing may require a two-level approach.

In Figure 3-15, the diagram reflects the basic relationships of the spaces in the Orientation and Non-Offender Units. The upper right hand portion of the diagram has a diagram illustrating that the Orientation/Non-Offender Unit is part of Pod A that acts as a “neighborhood” for staffing and services. Shown in the space list and in the legend diagram is the Neighborhood/Pod Station (5.216) that serves as a staff center for the four Living Halls. The total bed count for Pod A is 54 beds 60 sleeping rooms.

As shown in Figure 3-15, the Orientation and Non-Offender units are separated by common services to both populations. The two Classification Offices (5.110) primarily serve the Orientation Unit, but can be used for counseling non-offenders. The Classroom (5.108) and Outdoor Recreation Courtyard (5.112) will be shared between the two units.

Figure 3-15
Critical Spatial Relationships for the Orientation and Non-Offender Housing Units

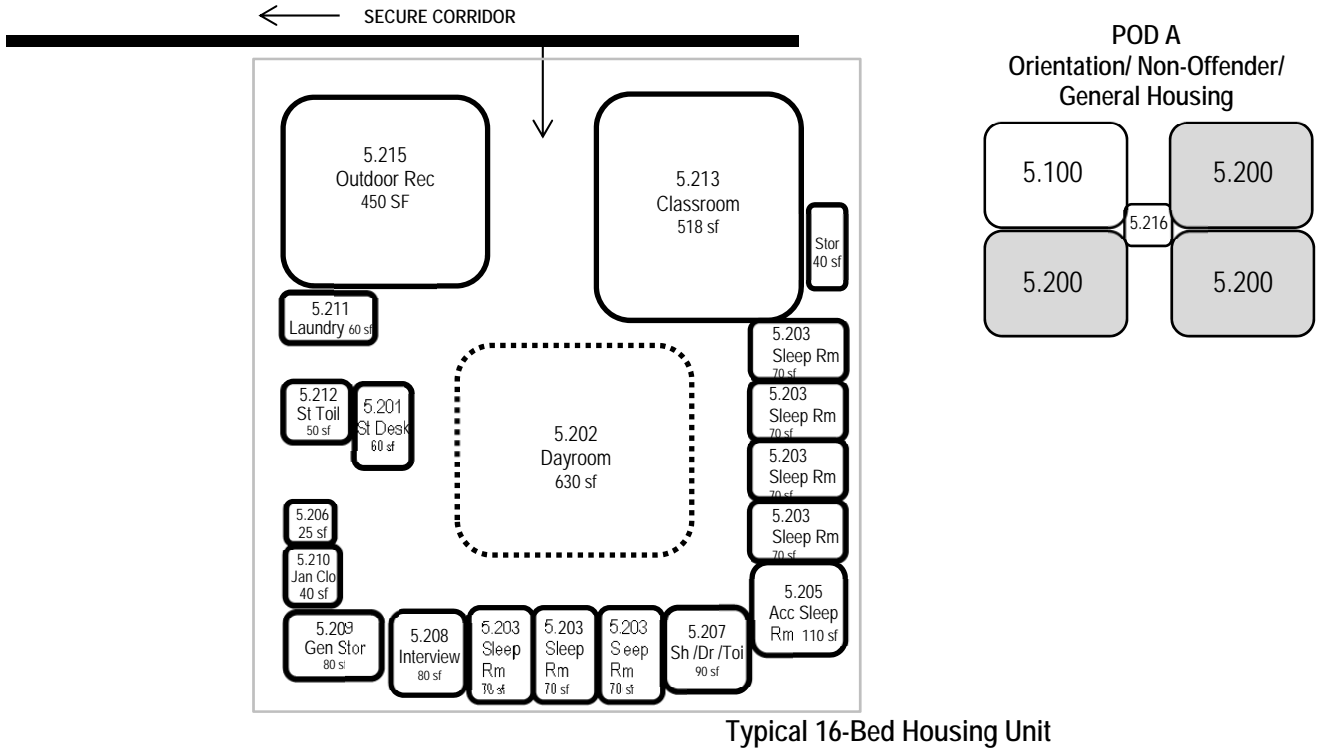




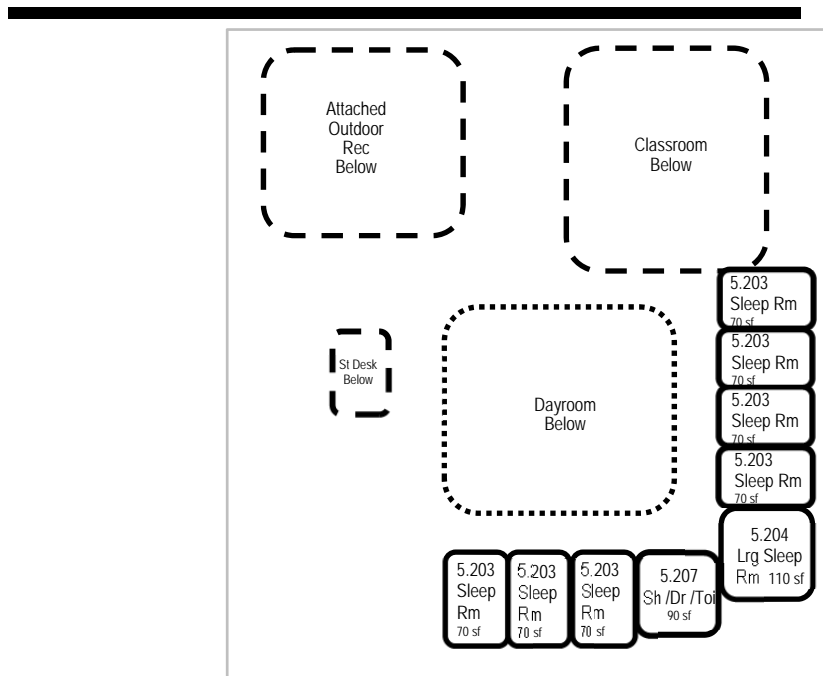
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The remaining three ~~14~~ 16-bed Living Halls are typical in their relationships as shown in Figure 3-16. These relationships are also typical of the Pod B neighborhood as shown in Figure 3-17.

Figure 3-16
Critical Spatial Relationships for the Typical ~~14~~ 16-Room Housing Units-Pod A



Typical 16-Bed Housing Unit

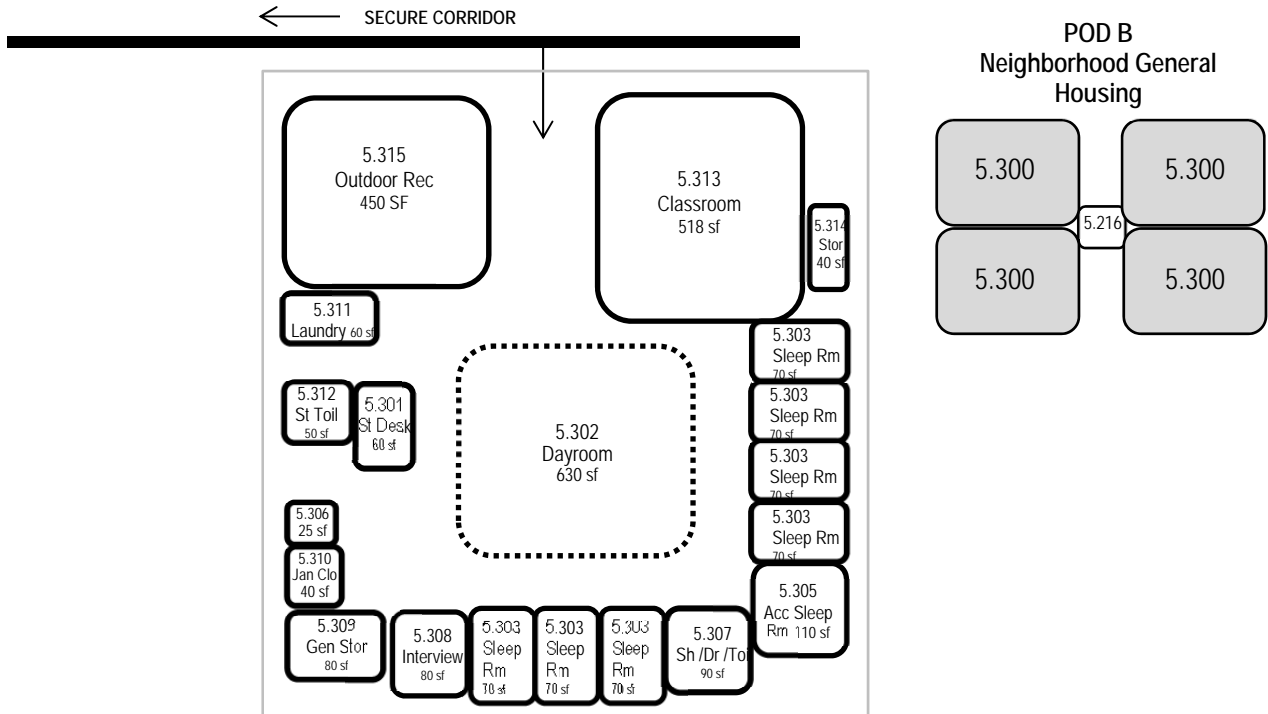


Mezzanine

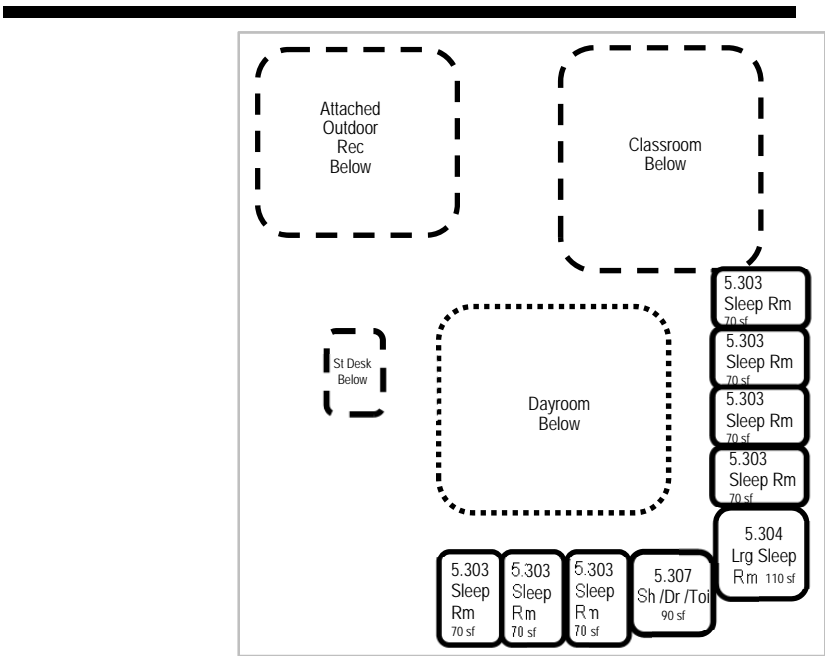
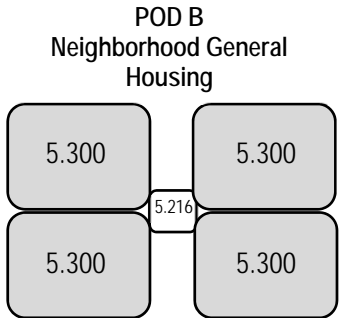


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Figure 3-17
Critical Spatial Relationships for the Typical 14 16
-Room Housing Units-Pod B



Typical 16-Bed Housing Unit



Mezzanine

The assumption for these typical Living Halls is a two-level housing arrangement.

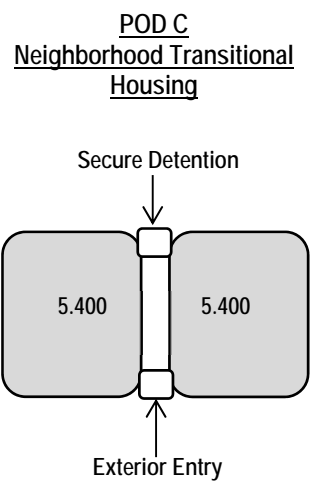
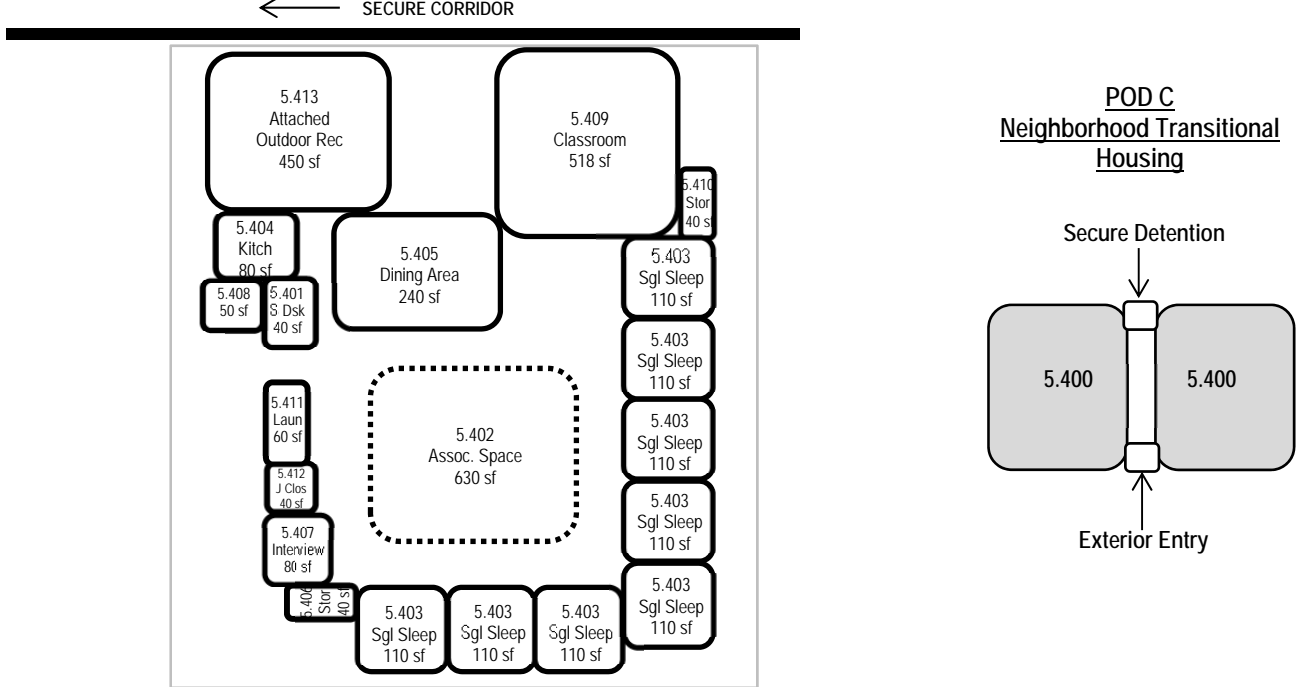


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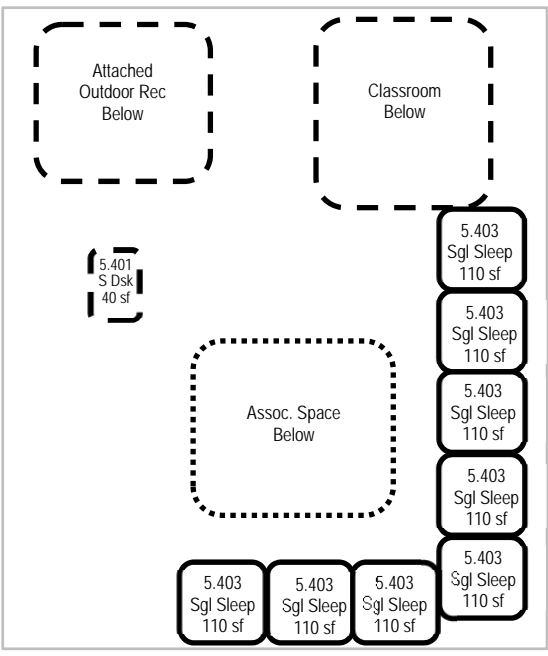
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The Transition Unit should be a significantly different design solution to emphasize the different approach to programming that site constraints and staffing will dictate. Each of the ~~four~~ two units ~~also~~ will include the Association Space (5.402), a separately identified Dining Area (5.403), a Classroom (5.409), Interview Room (5.407), a Laundry (5.411), and Outdoor Recreation (5.415). Figure 3-18 illustrates the Transition Unit.

Figure 3-18
 Critical Spatial Relationships for the 16 Room Transition Housing Units-Pod C Hall 1



Transition Housing Unit: Pod C Hall 1



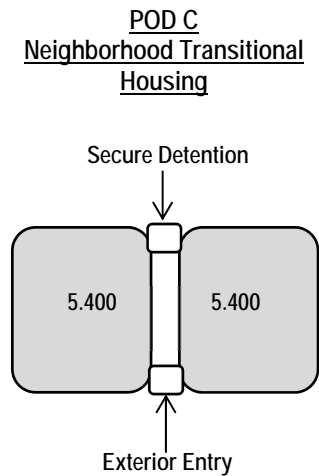
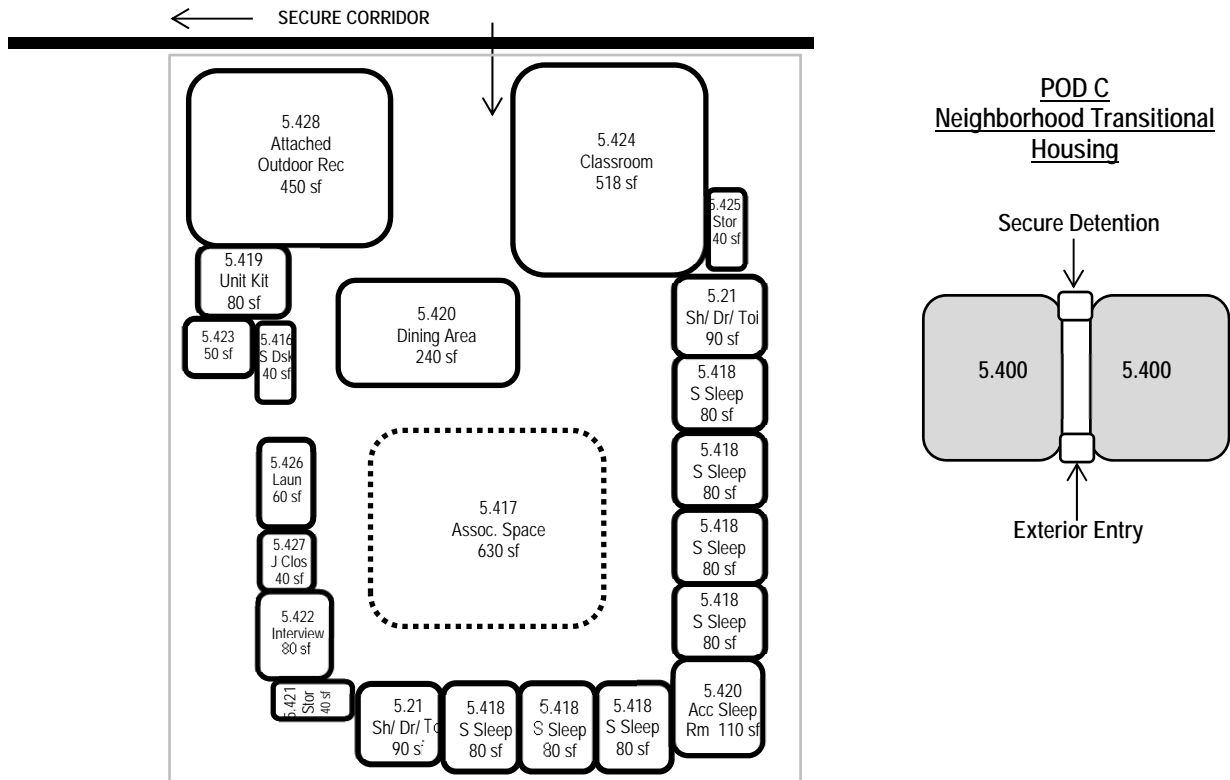
Mezzanine



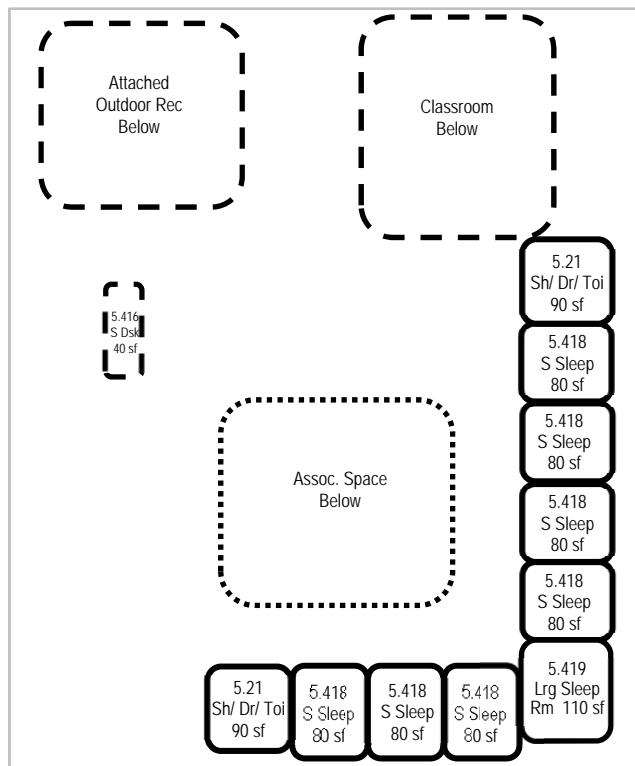
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Figure 3-19

Spatial Relationships for the 16 Room Transition Housing Units-Pod C Hall 2



Transition Housing Unit: Pod C Hall 2

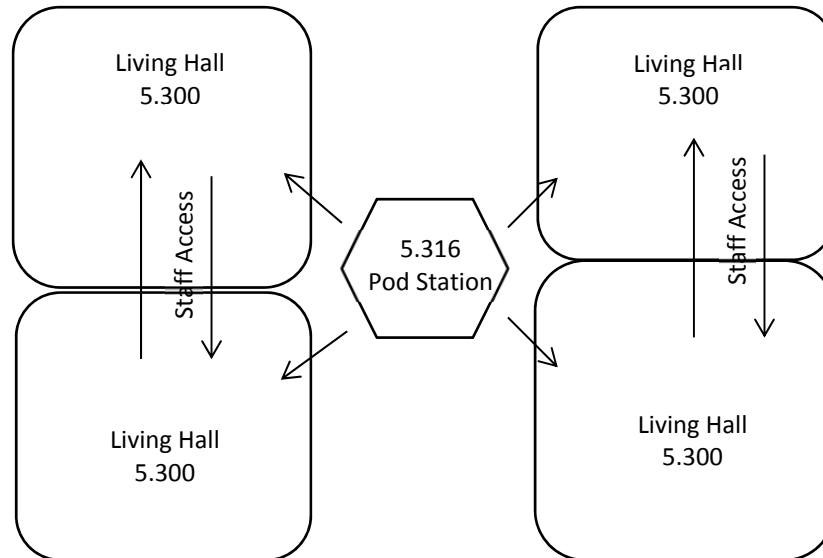


Mezzanine



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Figure 3-20

Spatial Relationships for the Pod and Pod Station**Relationship diagram of Pod Station to Living Halls:**

The above diagram illustrates a “Pod” comprised of 4 Living Halls and a Pod Station.

One hall is connected to one other hall that will allow staff from the adjacent hall to physically move or access the other hall.

As the Pod Station serves as back up to the 4 halls, close physical access, and maximum visual access into the halls are critical. The Pod Station must be able to view the Day Room. If possible it is desirable to have the Pod Station also have views into the Classroom, Outdoor Recreation area, of each Living Hall.

The Pod Station shall have clear views of the corridor(s) it is located in.

The arrangement of the Living Hall component rooms shall maximize the views into the Living Halls from the corridor(s).



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6.000 KEY PROGRAM ADJACENCIES AND VISUAL ACCESS

The following adjacencies and visual access relationships are defined as ‘critical’, ‘very important’, and ‘important’ to DAJD operations within the detention secure perimeter. If followed the County believes these adjacencies will increase staff efficiencies and safety for all persons within the detention perimeter.

Note that meeting the adjacencies and visual access requirements below does not waive or provide relief from the requirement for an efficient floor plan as defined in Chapter 3 or other adjacencies required elsewhere in the RFP documents.

A. Critical Adjacencies

The following adjacencies listed in this section are critical to DAJD Operations as they will have significant, effects on staffing levels and the safety of staff. If these critical adjacencies are not included within the design of the Detention areas, staffing levels will increase beyond the County’s anticipated level for the new building and severely impact the safety of all persons within the secure detention perimeter.

1. Detention Lobby/ Visitation/ Admissions Release

It is required that the visitor lobby (1.102), group visitation (1.202) and the intake officers workstation area (2.314) be located adjacent to each other to allow the JDO’s located in the Admissions Release workstation area 2.314 to monitor and interact with persons in the Visitation Suite 1.200, and the Visitor Lobby (1.102). This will achieve staff efficiencies for DAJD. Additionally youth being released will travel from admissions and release directly to the visitation lobby.

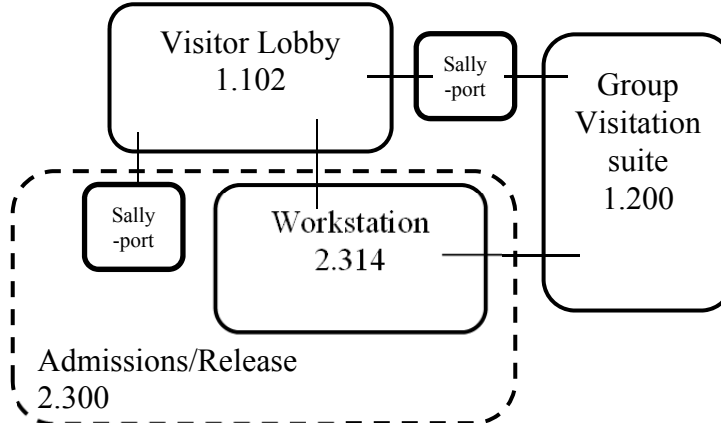
The adjacency between the Intake Officers workstation (2.314) and Visitation Suite (1.200) shall provide an unimpaired view of the following rooms within Visitation:

- Sallyport
- Group Visiting
- Private Attorney Visiting rooms
- Private Visiting rooms
- Non-Contact Visitation

This adjacency shall also provide the JDO’s located in Admissions Release the ability to move quickly into the Visitation (1.200) suite of rooms to deal with emergencies.



REVISION 2



Additionally the JDOs assigned to Admissions Release will also have the following duties associated with the 1.102 Visitor Lobby and Processing:

- Interfacing with members of the public in the visitation lobby who wish to visit incarcerated youth, and or who have other business in Detention (i.e. vendors, volunteers etc.) This interface includes verbal dialog with visitors to detention, review of identification documentation, issuance of visitor passes, and allowing access into the group visitation area. Additionally youth being released will travel from Admissions and Release directly to the visitation lobby.
- Observation of the visitation lobby for the purpose of identification of inappropriate behaviors. JDO's Response to inappropriate behaviors will be to call the King County Sheriff's Office

2. Housing/Pod Station/Secure Corridor

To increase staff efficiency and allow for critical support to JDO's in the Living Halls, the Living Halls shall be grouped together to facilitate staffing and services. The grouping of the halls will be called Pods. Pod A will include the Becca/Orientation Hall and 3 typical Living Halls. Pod B will include 4 typical Living Halls, and Pod C will consist of the 2 Transitional Halls.

"Neighborhood Pod Stations" (spaces 5.216, 5.316) serve as first response back up to the living halls that they support. This support duty requires the Pod Station to have clear, unobstructed view of as much of the living halls as possible, without the use of cameras. This visual access is a primary requirement of the Detention Program.



REVISION 2

As noted in Chapter 3, “General Principles of Facility Layout”, the County, also desires areas within the Living Halls to be as visually accessible from the secure corridor as possible. These areas include:

- Living Unit day Rooms,
- Living Unit Classroom(s)
- Living Unit Outdoor Recreation
- Living unit interview room(s)

The table below summarizes the critical adjacencies related to the Living Hall, Pod Station and Secure Corridor.

<u>Visual Access From</u>	<u>Visual access Into</u>			
	<u>Living Unit Dayroom</u>	<u>Living Unit Classroom</u>	<u>Living Unit Interview Rooms</u>	<u>Living Unit Outdoor Rec</u>
<u>Secure Corridor</u>	<u>Required</u>	<u>Required*</u>	<u>Not Required</u>	<u>Required*</u>
<u>Neighborhood Pod Station</u>	<u>Required</u>	<u>Required *</u>	<u>Not Required</u>	<u>Required *</u>

* Visual access may be through another room; for example the outdoor recreation space may be seen from the corridor by looking across the dayroom into the Outdoor Rec.

See Part C Facility Program Chapter 3, 5.000 Housing for other line of sight requirements.

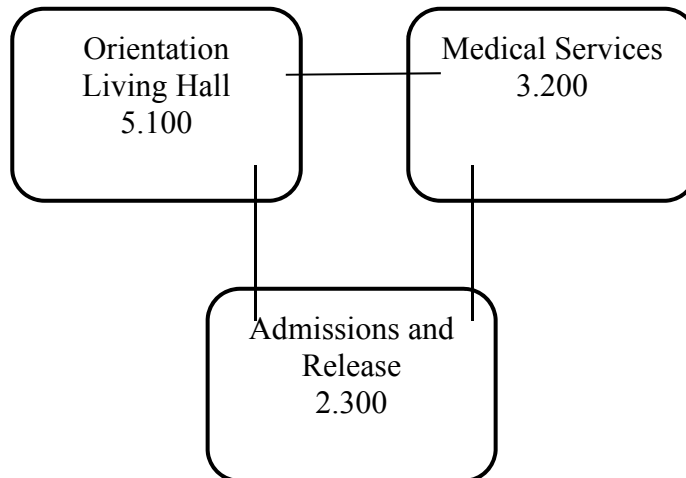
3. Admissions Release, /Medical Services, /Orientation Living Hall

To minimize staff and youth movement and increase staff efficiency, Admissions and Release (2.300) shall be located in close proximity to both the Medical Services (3.200) and the Orientation/Non-Offender Living Hall (5.100). This adjacency is critical. Youth brought to Admissions Release by police may have undiagnosed medical issues requiring immediate interaction with medical staff stationed in the Medical Unit. In addition, a typical youth being processed into the facility will first go to Admissions and Release (2.300), then to Medical Services (3.200) for more in depth health interview/exam, and then to the Orientation Living Hall for classification. As youth will be escorted as they



REVISION 2

move from one of these areas to another, locating them in close proximity will minimize staff time.



4. Detention Administration/Housing

The On Duty Supervisor (2.107) shall be located centrally to the Living Halls (5.100), (5.200), (5.300), and 5.400. The On Duty Supervisor (2.107) office shall also have a clear view of a circulation corridor that serves as many of the entries/exits of the living halls as possible.

Detention Administration suite (2.100) shall be located adjacent to the Living Halls to allow staff to respond to emergencies in the Living Halls in the shortest time possible, and allow the greatest interaction of supervisors with on duty staff. Locating the Detention Administration area away from the Living Halls increases response times, requiring additional staff.

B. Very Important Adjacencies

The following adjacencies listed in this section are very important to DAJD Operations as they will have significant effects on both staffing levels and the safety of staff. If these adjacencies are not included within the design of the Detention areas, staffing levels may increase, depending upon the final design, beyond the County's anticipated level for the new building due to the increase in day to day operational efforts by staff and the increase in the movement of youth throughout the facility.



REVISION 2

1. Living Halls/Medical Services

Medical Services (3.200) shall be located as near as possible to the Living Halls to minimize the distance an ill youth has to travel from their Living Hall to the Medical Waiting area (3.201). Due to the high frequency of Youth travelling to the Medical Services area and to increase staff efficiencies, youth are generally un-escorted as they travel to and from the Living Halls to Medical Services. Therefore, it is critical that path be as short as possible while being observable by a JDO post, or multiple posts as the travel through the corridor. For example a youth may round a corner where one view of the path is obscured, but another post now has a clear view of the youth. Camera viewing of this path is not sufficient.

In addition to minimizing the travel route of youth to the Medical Services area, the County also requires that staff be able to view the Medical Waiting (3.201) and the Nurses Station (3.212) as they (staff) travel through the secure corridor, as noted in BAFO Addendum part B Detention Program, Chapter 3, under the “General Principles of Facility Layout” heading.

2. Living Halls / Programs (Education, Recreation, Library and Spiritual Center)

Youth will be traveling everyday between the Living Halls and the Multipurpose Classroom, Library, Spiritual Center, and Gym. Therefore, it is extremely important to minimize the travel distance between these functions, as the closer these functions are to each other the less staff time is required escorting youth. When youth are travel un-escorted to these areas they will need to be observable by cameras.

3. Central Control/Secure Corridor

Central control’s primary duty is the monitoring and control of all remote access points into the Secure Detention perimeter. However, to assist with youth movement within the detention perimeter, the County requires Central Control to have clear visual access of a corridor serving entry/exit of the Housing units. This view will minimize staffing within the facility to monitor youth movement.

C. Important Adjacencies

The followings adjacencies listed in this are important to DAJD Operations as they will minimize the movement of staff in the facility, which in turn will lower the overall staffing levels.



REVISION 2

1. 1.300 Detention Administration /2.100 Detention Administration (Inside Security)

It is important that there is direct access from Detention Administration (1.300) to secure detention and ideally to Detention Administration Inside Security (2.100) to facilitate staff movement from the main administration area. This can be achieved by a vertical circulation pathway (elevator and stair) between the Director's Area, (1.300 Detention Administration) and 2.000 Operations, in as close proximity as possible to 2.100 Detention Administration inside the secure perimeter. Doors and elevator will be controlled by Detention Security Electronics System.

2. Housing / Food Service

The distance between Food service and the Living Halls where the food is delivered is critical for food temperature control / health reasons. The distance must be kept as short as possible. Additionally if an elevator is part of the path, a redundant elevator must be available that allows the food transport to continue if the primary food service elevator is not usable for any reason.



REVISION 2 SUMMARY

Nationally, the approach to managing pre-adjudicated youth is changing rapidly, especially in large jurisdiction, like King County, where a range of alternatives to detention have historically been available and are continuing to expand. Since the public referendum that established a financial pathway to a new center for juvenile justice, the general public has become very vocal regarding the maximization of alternatives to detention.

This Program Update was based on acceptance of many of the principles and spaces that were identified in the 2012 Program, but has also attempted to incorporate the views of many juvenile advocacy groups in the type of accommodation to be provided in the CFJC. The total number of beds has not been altered; just the manner in which they could be configured.

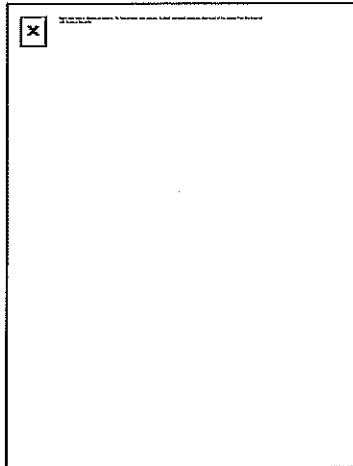
The incorporation of the Transition Housing as a key element in this Program Update provides youth and the community-at-large with a flexible approach to the care and custody of youthful offenders, as well as other at-risk youth. This particular component of the range of housing and programming options may well be the future trend for youth that require some form of confinement, or housing, that most appropriately meets their individual need.

Burt, Jim

From: 12th Avenue Stewards <12thAvenueStewards@gmail.com@mail193.atl21.rsgsv.net> on behalf of 12th Avenue Stewards <12thAvenueStewards@gmail.com>
Sent: Sunday, June 22, 2014 11:40 AM
To: Burt, Jim
Subject: Notes from June meeting and Remington Ct design charette

The 12th Avenue Stewards is a community group formed to monitor, discuss, plan, and implement issues that directly affect the 12th Avenue Neighborhood. Meetings are on the second Tuesday of every month. All are welcome.

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From the 12th Avenue Stewards

If you weren't able to join us on June 10, here's what you missed! We hope to see you at the next meeting on July 8.

We held a brief regular meeting from 5:30 - 6:00 p.m., followed by the design charette for a woonerf on Remington Court. Notes from each are below.

12th Avenue Stewards 6/10/14 Meeting Minutes

Letter to Swedish/Sabey MIMP CAC

Prior to the meeting, a draft letter was distributed through the 12th Avenue Stewards email list. We discussed that letter, which is from the 12th Avenue Stewards to the Citizens Advisory Committee for the Swedish/Sabey Major Institution Master Plan (MIMP) process. The letter opposes the draft MIMP and environmental impact statement (EIS) as they are currently

configured, primarily due to height, bulk, scale, and transportation issues.

Board members who were present voted unanimously to send the letter to the CAC.

Seattle Times op-ed about Swedish/Sabey

Ken Torp and Bill Zosel are penning an op-ed about the MIMP for the Seattle Times. The op-ed will not be from the 12th Avenue Stewards as a group, but Ken will be identified as a 12th Avenue Stewards board member and wanted to give the group an opportunity to discuss any concerns about that. No one objected.

Swedish representative

The Vice President of the Swedish Neuroscience Institute, Andy Cosentino, introduced himself to the group, and invited anyone with concerns or questions about the MIMP to contact him directly. His phone number is 206-320-3584 (direct office) or 520-481-8981 (cell). His email address is Andy.Cosentino@swedish.org.

King County Youth and Family Justice Center update

Neighborhood residents were encouraged to attend the open house on 6/11/14 to discuss the latest plans to develop the new site.

The King County Youth and Family Justice Center Neighborhood Advisory Committee (NAC), which includes several members of the Stewards, has been concerned about King County not complying with the 12th Avenue pedestrian overlay, and has been in negotiations with County representatives about mitigating concerns about 200-250 ft of courthouse wall along the street. Some members of the NAC and the Stewards have also been corresponding with elected officials about those concerns.

The County has now dropped its request for language in a text amendment excusing the site from the pedestrian overlay. They'll either set the courthouse back, providing an active open space, or position active social service uses along the 12th Avenue side of the courthouse.

Just after the County announced to NAC members that it would be complying with the pedestrian overlay, a few members of the Stewards met with Joe McDermott to discuss the community's priorities for the neighborhood.

Neighborhood park discussion

A special 12th Ave Stewards meeting was held on June 4 to discuss the pursuit of park space in

the neighborhood. Chip Nevins and Donald Harris of the Parks Department attended. Some in the community have been advocating that property at 11th & Alder (currently owned by Spectrum) be purchased by the city for a future park. The immediate neighbors of that property strongly support the proposal. Over all, support at the meeting was mixed, as some feel the department should be focusing on the Remington Court area or exploring other options. The Parks Department will move forward with the process for the property at 11th & Alder, while also investigating the possibilities of the Archdiocese parking lot and some properties on Remington Court that just became available.

Tactical urbanism at 12th Avenue Square Park

At the May Stewards meeting, we heard about tactical urbanism from xxx from SDOT. We also learned that the 12th Avenue Square Park and James Court woonerf have been delayed again, with construction not beginning until late June at the earliest. Ellen Sollod was inspired to find a way to activate the park space in the meantime. She recruited volunteers and used some funds from the Department of Neighborhoods Small and Simple Grant (which is partially funding the eventual grand opening event for the park) to decorate the logs on the perimeter of the park with wallpaper and paint.

Ellen reported that people are sitting on and enjoying the logs, the wallpaper is holding up in the weather, and the local business owners (Ba Bar, Cherry Street Coffeehouse) are delighted.

Remington Court woonerf design charette

6:00 - 8:00 p.m.

The Remington Court woonerf design process, including the design charette, is funded by a generous grant from the Seattle Department of Neighborhoods Small and Simple Fund.

The charette was led by Kris Snider and Jake Woland, both from Hewitt, which has been contracted to develop the design. The design charette was an initial opportunity for interested neighbors to identify priorities, concerns, and a vision for Remington Court. Jake and Kris will incorporate that information into their designs, which they'll bring back to the community to help shape further.

Following are Jake's notes from the charette. If you have additional input to provide or want to make a correction, you can email Jake at jwoland@hewittseattle.com.

1. Site Analysis
 - a. Asphalt roadway with very low curb (maybe 2")

- b. Drainage issues at the intersection of 13th and Remington and in the KC parcel NE corner / intersection with 14th.
 - c. Lighting is poor and often does not work
 - i. Pruning trees may help some with this
 - d. Area that isn't Zone parking (South side of street) is used as a hangout by people not from the neighborhood, who create a noise problem and leave trash and broken glass around after the leave.
 - e. Traffic moves quickly along 12th and 14th and Remington Ct. is being used as a bypass when traffic is heavy.
- a. 2. Street Design Preferred Criteria
- a. Create gateway moment, identifying entry to the Woonerf
 - b. References interventions planned at James Ct (and hopefully Barclay Ct. in the future).
 - 1. Creates a space that can be activated by corner commercial space.
 - c. Goal of preserving Trees along south side of Remington Ct.
 - 1. Provides bird habitat
 - d. Seattle's Men's Chorus landscape and Seattle U plantings are both good examples in the neighborhood of planting to emulate.
 - e. Make the street design feel as unfriendly as possible to car traffic
 - 1. Convert Remington Ct. to oneway street headed west bound. 13th remains a two way street.
 - 2. Possibly meander street
 - 3. Provide roundabout at Remington Ct. intersection with 13th.
 - 4. This roundabout should act as a focal point
 - f. Harder treatment at intersection with 12th, quieter and more serene at 13th-14th end.
 - 1. Possibly with gradation to softer at 14th
 - 2. Or rhythm of harder spaces at intersections with softer connecting pieces
 - g. Provide curb bulbs at entry to corridor - clear up siteline northbound on 12th.

- h. Improve visibility through corridor
- i. Prune trees
- j. Provide appropriate scale and quality of lighting - LED will be more difficult to disrupt.
- k. Room for a street fair
- l. No garage access for new development on south side of street off Remington Ct.
- m. Preferred options could be off 12th or off extension of 13th onto KC property.
- n. Possibly totally raised street, or as much as possible raised
- o. Existing conditions seem to imply this will not be much of a challenge with a low curb existing already.

3. Neighborhood Inspiration

- a. Represent Music History of the neighborhood
- b. Interest in retaining Whale Fin sculpture in current location on NE corner of KC property, or along this corridor.
- c. Music activation / Play
- d. Interactive elements using light and sound.
- e. Drinking Fountains
- f. Accommodate dogs, but no dog park
- g. Design should incorporate storm water interventions

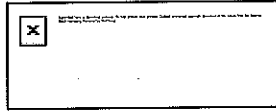
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12th Avenue Stewards Seattle · 1200 12th Ave · Seattle, WA 98122 · USA



**DESIGN-BUILD
AGREEMENT**

**By and
Between**

**KING COUNTY
(Owner)**

and

[_____] (Design-Builder)

for the

**KING COUNTY CHILDREN AND FAMILY
JUSTICE CENTER**

CONTRACT NO. C00863C13

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DESIGN-BUILD AGREEMENT

THIS DESIGN-BUILD AGREEMENT (“Agreement”) for the King County Children and Family Justice Center is made and entered into this _____ day of _____, 2014 (“Agreement Date”) between King County, WA (the “Owner”) and _____, a [corporation, joint venture] organized and existing under the laws of the State of _____ and authorized to do business in the State of Washington (“Design-Builder”). Owner and Design-Builder are referred to herein individually as a “Party” and, collectively, as the “Parties”.

RECITALS

WHEREAS, on or about August 23, 2013, Owner issued a Request for Qualifications (“RFQ”) for the design and construction of the King County Children and Family Justice Center in Seattle, WA (“Project”); and

WHEREAS, on or about November 7, 2013, after evaluating the Statements of Qualifications submitted in response to the RFQ, Owner invited three proposers to submit Proposals (“Proposals”) in response to Owner’s Request for Proposals; and

WHEREAS, on or about December 13, 2013, Owner issued the Request for Proposal to the proposers, which Request for Proposal contained electronic, downloadable materials (collectively the “Request for Proposal Documents”); and

WHEREAS, on or about April 18 , 2014, Design-Builder submitted its Proposal in response to the Request for Proposal; and

WHEREAS, on or about August 1, 2014, Owner issued the Request for Best and Final Offer to the proposers, which Best and Final Offer contained electronic, downloadable materials (collectively, the “Best and Final Offer Documents”); and

WHEREAS, on or about September ____, 2014, Design-Builder submitted its Best and Final Offer in response to the Request for Best and Final Offer; and

WHEREAS, after evaluating Design-Builder’s Proposal and Best and Final Offer in accordance with the procedures and criteria set forth in the Request for Proposal and Request for Best and Final Offer, Owner determined that Design-Builder was the top ranked finalist and the Owner’s interests would be best-served by negotiating with Design-Builder and attempting to reach agreement on the terms of a design-build contract; and

WHEREAS, Owner and Design-Builder successfully concluded the negotiation process, resulting in Owner issuing a Notice of Intent to Award this Design-Build Agreement to Design-Builder.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties agree as follows:

ARTICLE 1
AGREEMENT: INTERPRETATION: DEFINITIONS

1.1 Documents Included. The “Contract” or “Contract Documents” include this Design-Build Agreement between Owner and Design-Builder (this “Agreement”), as modified or amended, and the following documents which are attached hereto or shall be attached hereto in accordance with the provisions of this Agreement (collectively, “Appendices”), and which are specifically incorporated and made a part of the Contract Documents by this reference:

- Construction Documents prepared and approved in accordance with Section 3.3.6.2
- Request for Proposal Documents, Parts A-D, and F-H (except Part E Reference Documents) and Appendix A, and any addenda to the Request For Proposal, and Request for Best and Final Offer Documents, changes to Parts A-D, and any addenda to the Request for Best and Final Offer Documents
- Design-Builder’s Proposal, including exhibits thereto (as may be negotiated with Owner) and Design-Builder’s Best and Final Offer
- Design-Builder’s Statement of Qualifications dated October 17, 2013.
- Exhibits referenced in this Agreement

1.2 Entire Agreement. Those Contract Documents in existence as of the Agreement Date set forth the full and complete understanding of the Parties relating to the subject matter hereof as of the Agreement Date, and supersede any and all negotiations, agreements and representations made or dated prior thereto. Contract Documents may be supplemented, modified or otherwise amended after the Agreement Date by mutual written agreement or otherwise in accordance with the terms of this Agreement.

1.3 Conflicting Provisions/Order of Precedence. The Contract Documents are intended to be complementary and a requirement shown in one Contract Document is intended to be as binding as if included in all Contract Documents. In the event of any conflict or inconsistency between or among the Contract Documents, such conflict shall be resolved in accordance with the following order of precedence:

- (1) All written modifications and amendments to this Agreement;
- (2) This Agreement, including all exhibits and attachments, if any;
- (3) Written addenda to Request for Best and Final Offer
- (4) Request for Best and Final Offer Documents in the following descending order of precedence:
 - (a) Changes to Part B Facility Performance Standards
 - (b) Changes to Part C Facility Program
 - (c) Changes to Part D Room Data Sheets
 - (d) Changes to Division One General

- Requirements (Division One),
- (e) Changes to Remainder of the Request for Best and Final Offer, except Part E
- (5) Written addenda to the Request for Proposal Documents
- (6) Request for Proposal Documents in the following descending order of precedence:
 - (a) Part B Facility Performance Standards
 - (b) Part C Facility Program
 - (c) Part D Room Data Sheets
 - (d) Division One General Requirements (Division One)
 - (e) Remainder of the RFP, except Part E
- (7) Construction Documents prepared and approved in accordance with Section 3.3.6.2 of this Agreement;
- (8) Design-Builder's Proposal , in the following descending order of precedence:
 - (a) Best and Final Offer submitted in response to to Request for Best and Final Offer
 - (b) Initial Proposal submitted in response to Request for Proposals;;
- (9) Design-Builder's Statement of Qualifications dated October 17, 2013;
- (10) All other Appendices to this Agreement.

Either Party, upon becoming aware of any conflict or inconsistency between or among any of the Contract Documents, shall promptly notify the other Party in writing of such conflict or inconsistency, with the resolution of such conflict or inconsistency to be made by Owner and provided to Design-Builder in writing.

1.4 Rules of Interpretation.

1.4.1 Terminology. Unless otherwise required by the context in which any term appears:

- (1) Capitalized terms used in this Agreement shall have the meanings specified in this Article or defined elsewhere in this Agreement.
- (2) The singular shall include the plural and the masculine shall include the feminine and neuter.
- (3) References in this Agreement to "Articles," "Sections," or "Appendices" shall be to articles, sections, or appendices of this Agreement, and references to paragraphs shall be to separate paragraphs of the section or subsection in which the reference occurs.
- (4) The words "herein," "hereof," "hereto" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; the words "include," "includes" or "including" shall mean "including, but not limited to."
- (5) All accounting terms not specifically defined herein shall be construed in accordance with Generally Accepted Accounting Principles in the United States of America, consistently applied.

- (6) Use of the word “and” herein shall be construed in the conjunctive form and shall not be construed to mean “or.”
- (7) Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Wherever in the Contract Documents an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

1.4.2 Headings. The titles of the articles and sections herein have been inserted as a matter of convenience of reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

1.4.3 Joint Responsibility for Drafting. This Agreement was negotiated and prepared by both Parties with advice of counsel to the extent deemed necessary by each Party; the Parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

1.5 Definitions. For the purposes of the Contract Documents, the following words and terms shall have the meanings specified below:

1.5.1 Agreement. This executed Design-Build Agreement between Owner and Design-Builder. For the purposes of Division One, the terms “Contract and General Conditions” and “General Conditions” mean this Agreement.

1.5.2 Agreement Date. The date first set forth on the first page of this Agreement.

1.5.3 Allowance Item. A stated requirement of the Contract Documents whereby a specified sum of money is incorporated, or allowed, into the Contract Sum to sustain the cost of a stipulated material, assembly, piece of equipment, or other part of the construction contract. This allowance may be used in cases where the particular item or items cannot be fully described in the Contract Documents.

1.5.4 Allowance Value. A stated reasonable estimate of cost to be applied to an Allowance Item.

1.5.5 Appendices. The documents identified as appendices in Section 1.1.

1.5.6 Application for Final Payment. The Application for Payment submitted by Design-Builder after the Certificate of Final Acceptance has been issued and which meets all of the requirements set forth in Section 6.4.1 and Division One.

1.5.7 Application for Payment. A written request submitted by Design-Builder for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner may require, as more fully described in Division One.

1.5.8 Certificate of Final Acceptance. Written certification by Owner that all conditions of Final Acceptance have been met.

1.5.9 Change of Law. Any of the following events, to the extent they materially increase Design-Builder's cost to perform the Work or materially adversely impacts Design-Builder's ability to achieve the Substantial Completion Date(s): (a) the enactment, adoption, promulgation, modification or repeal, after the Agreement Date, of any Governmental Rules; or (b) the imposition of any material condition on the issuance or renewal of any Governmental Approval after the Agreement Date; or (c) the failure to issue or renew any Governmental Approval; provided, however, that none of the following shall be a Change of Law: (i) any Governmental Rules issued, enacted, or adopted before the Agreement Date but which does not become effective until after the Agreement Date; (ii) the general requirements contained in any Governmental Approval at the time of application or issuance to comply with future laws, ordinances, codes, rules, regulations, or similar legislation; (iii) a change in applicable national or any other income or gross receipts tax law, enacted or effective after the Agreement Date; or any event identified in (a) through (c) above that was caused by Design-Builder's negligence, willful misconduct, or failure to comply with its obligations under this Agreement.

1.5.10 Change Order. A Change Order may authorize an addition, deletion, or revision in the Work, a change to the Contract Sum, and/or an adjustment to the Contract Time. A Change Order is an executed written order to Design-Builder signed by Owner and Design-Builder representing their full, final, and complete agreement related to the following: (a) the scope of a change in the Work; (b) the amount of any adjustment to the Contract Sum, including all costs related to, resulting from, or affected by such change in Work including, but not limited to, all direct and indirect costs, overhead, profit, and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and any other costs or damages related to any work either covered or affected by the change in the Work, or related in any way, whether direct or indirect, to the acts, events or conditions giving rise to the change; (c) the extent of any adjustment to the Contract Time; and (d) any other amendment to this Agreement or other Contract Documents. A Change Order shall be considered to be a modification to this Agreement.

1.5.11 Claim. Design-Builder's exclusive remedy for resolving disputes with Owner regarding the terms of a Cost Proposal, Construction Change Directive, or Contractor Initiated Notice, as more fully set forth in Section 8.6 and Article 11.

1.5.12 Construction Change Directive (CCD). A written directive from Owner to Design-Builder to proceed with changed Work when the processing time for an approved Cost Proposal and Change Order would impact the Project.

1.5.13 Construction Documents. Documents developed by Design-Builder pursuant to Section 3.3.6.2 describing the requirements for construction of the Work.

1.5.14 Contingency. The financial sum set forth in Section 5.8.1.2 which is available for Design-Builder's exclusive use for unanticipated costs it incurs to complete the Work.

1.5.15 Contract Documents. This Design-Build Agreement between Design-Builder and

Owner and the Appendices referenced in Section 1.1.

1.5.16 Contract Sum. The Guaranteed Maximum Price (GMP) payable to Design-Builder as set forth in Section 5.1, as such amount may be adjusted pursuant to the terms of this Agreement.

1.5.17 Contract Time. The number of calendar days allotted in the Contract Documents for Design-Builder to achieve Substantial Completion of the Work, including those days allotted for Substantial Completion of Phase 1A, Phase 1B, or any other designated portion of the Work.

1.5.18 Contractor (Design-Builder) Initiated Notice (CIN). A document, designated as a Contractor Initiated Notice, prepared by the Design-Builder requesting either (1) a change in Contract Sum; (2) a change in Contract Time; (3) a change in Contract Work; (4) a payment of money or damages; and/or, (5) any other relief arising out or relating to this Contract.

1.5.19 Cost of the Work. Means those costs specified in Section 5.5 that are reasonably and actually incurred by Design-Builder in the proper performance of the Work.

1.5.20 Cost Proposal. A written proposal submitted by the Design-Builder setting forth: (a) scope definition and costs related to a change in the Work; (b) details regarding the development of costs proposed for any adjustment to the Contract Sum; and (c) the extent of any adjustment to the Substantial Completion Date(s).

1.5.21 Day(s) or day(s). Unless otherwise specified, shall mean calendar day(s).

1.5.22 Design-Builder. Party entering into this Agreement with Owner in which the party agrees to both design and complete the Work as specified in this Agreement.

1.5.23 Design Consultant. A qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

1.5.24 Design Verification Period. The time period set forth in Section 3.3.5.1.

1.5.25 Design Work Product. All drawings, documents, specifications, and other documents and electronic data furnished by or through Design-Builder to Owner under this Agreement.

1.5.26 Differing Site Conditions. Means: (1) Subsurface or latent physical conditions at the Site which differ materially from those described or shown in the Contract Documents and not reasonably foreseeable based on the information available to the Design-Builder at the time of Proposal submission and conclusion of the Design Verification Period (Type I), or (2) Unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in the construction activities of the character provided for in this Agreement and not reasonably foreseeable based on the information available to the Design-Builder at the time of Proposal submission and conclusion of the Design Verification Period (Type II).

1.5.27 Equipment and Materials. All of the equipment, materials, machinery, apparatus, structures, supplies and other goods required by the terms of this Agreement to complete the Work and are incorporated into the Project.

1.5.28 Excusable Delay. Those events defined in Section 10.4.

1.5.29 Fee. Design-Builder's Fee, which shall be the amount specified in Section 5.4.

1.5.30 Final Acceptance. The formal written acceptance issued to Design-Builder by Owner after Design-Builder has completed the requirements of the Contract Documents and achieved Final Completion as more fully set forth in Section 7.4.

1.5.31 Final Completion. Satisfaction of the conditions set forth in Section 7.4.1.

1.5.32 Final Completion Date. The date by which Design-Builder guarantees to achieve Final Completion of the Project, pursuant to Section 7.2.5.

1.5.33 GMP Exhibit. All documents utilized to develop Design-Builder's Guaranteed Maximum Price Proposal (Exhibit _____).

1.5.34 GMP Proposal. The Guaranteed Maximum Price proposal set forth in Design-Builder's Base Contract Price Proposal Form (RFP) (attached as Form C to the RFP)

1.5.35 Governmental Approvals. Any authorizations, consents, approvals, licenses, leases, rulings, permits, certifications, exemptions, or registrations by or with any Governmental Unit.

1.5.36 Governmental Rules. Any and all statutes, laws, regulations, ordinances, codes, rules, judgments, orders, decrees, directives, guidance documents, by-laws or requirements, or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Unit.

1.5.37 Governmental Unit. Any national, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative regulatory agency, authority, body or other entity having jurisdiction over the performance of the Work, the Project or the Parties.

1.5.38 Guaranteed Maximum Price (GMP) or Owner's Budgeted GMP. The Contract Sum specified in Section 5.1, which will limit the amount to be paid to Design-Builder in accordance with Article 6 and shall be complete compensation for all Work to be performed by Design-Builder under the Contract Documents, subject to increases or decreases by Change Order only as specifically provided in this Agreement.

1.5.39 Hazardous Materials. Any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations, any "hazardous substance" under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations, and any "hazardous substance" or "hazardous waste" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled or

partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance or resolution as these laws are amended from time to time.

1.5.40 LEED. Leadership in Energy and Environmental Design.

1.5.41 Liquidated Damages. Delay damages payable to Owner pursuant to Section 7.5.

1.5.42 Notice. A written notice delivered to the designated representative of the applicable party (e.g., Owner's Representative and Design-Builder's Project Manager).

1.5.43 Notice to Proceed. Formal written notice that defines the date on which the Contract Time begins to run provided by Owner to Design-Builder pursuant to Section 7.1.

1.5.44 Notice to Proceed Date. The date that Design-Builder receives the Notice to Proceed.

1.5.45 Overhead. Charges that may be incurred or allocated in support of this Agreement but are not part of the cost of directly performing a physical construction activity of the Work. Overhead includes site or field overhead and home office overhead.

1.5.45.1 Site or Field Office Overhead.

Site or field office overhead costs are those indirect costs that are necessary for the prosecution of the Work, and include, but are not limited to the following: (a) Project superintendence, including salaried staff with higher level responsibilities, such as planning the day's or week's tasks; allocating labor and equipment; or managing materials; (b) the work of support staff related to administration of the Project; (c) the lease or rental rates and maintenance of Project jobsite facilities, such as office trailers and storage facilities; (d) equipment assigned to the Project for the duration, such as superintendents' vehicles, surveyors' vehicles, computers, and yard equipment (overhead equipment); (e) services, such as utilities, office equipment, communications (such as email, internet, phones, facsimile, mail courier service, copying) petty cash, office supplies, sanitary provisions, and safety supplies; (f) hand and other small tools provided by Design-Builder for its workforce's use; and (g) travel, meal and lodging costs associated with Project superintendence and support staff.

1.5.45.2. Home Office Overhead.

Home office overhead costs are those costs that include all general home office expenses, and include but are not limited to the following: (a) officer and office salaries and related payroll taxes and benefits; (b) costs of home office occupancy and maintenance; (c) all home office support services, such as utilities, office machines, computers, and related items and support; (d) business taxes; and licenses; and (e) and all such other costs necessary to operate the business entity. Home office overhead includes unabsorbed home office overhead.

1.5.45.3. Other Overhead Costs.

Regardless of whether treated as site or field overhead or as home office overhead, costs of any and all bonds, insurance(s), and taxes associated with this Agreement not specifically reimbursed at the actual cost under Section 5.5. are to be considered as Overhead. All such items as those identified above in subsection 1. and subsection 2. are to be treated as Overhead for this purpose no matter how the Design-Builder chooses to account for them in its books of account. Under no circumstances shall Owner pay Design-Builder for direct or allocated costs or charges for officer bonus and profit sharing, project personnel bonuses, charitable contributions, income taxes, or any costs relating to illegal activity.

1.5.46 Owner. King County, a municipal corporation and home rule charter county of the state of Washington.

1.5.47 Owner's Design-Build Consultant. The firm engaged by Owner and identified to Design-Builder in accordance with Section 2.5.

1.5.48 Owner's Project Criteria. The Owner's performance and programming criteria identified in the RFP, including Part B, "Facility Performance Standards", Part C, "Facility Program", and Part D, "Room Data Sheets".

1.5.49 Owner's Representative. The individual designated by Owner pursuant to Section 2.3, who shall have the responsibility and authority specifically delegated to such individual by Owner and made known in writing to Design-Builder. The Owner's Representative may be referred to as the Project Representative elsewhere in the other Contract Documents.

1.5.50 Owner's Separate Contractors. Those contractors identified in Section 2.4.

1.5.51 Performance Guarantee. Design-Builder's guarantee for energy, operations, and performance set forth in Section 3.14.

1.5.52 Performance Guarantee Period. The time period for performance assurance and measurement and verification, which shall be for three (3) years from the date of Notice to Proceed with Construction of Phase 1B.

1.5.53 Prior Occupancy. Owner's use of all or parts of the Project before Substantial Completion as more fully described in Section 7.3.3.

1.5.54 Project. The King County Children and Family Justice Center, located in Seattle, WA.

1.5.55 Project Manager or Design-Builder's Representative. The Project Manager designated by Design-Builder and made known in writing to Owner, who shall be authorized to act on behalf of Design-Builder as more fully set forth in Section 3.2.1. The Project Manager may also be referred to as the Design-Builder's Representative.

1.5.56 Project Schedule. The specified Critical Path Method (CPM) schedule identified in Section 25.1 and Division One, updated pursuant to the Contract Documents.

1.5.57 Proposal. Design-Builder's response to the RFP.

1.5.58 Punchlist. The list of minor or incidental Work, submitted by Design-Builder and approved by Owner, which remains to be completed after Substantial Completion, and updated thereafter as herein provided, which shall be only those items of Work: (a) that do not preclude the Project from operating or functioning as it was designed and intended to operate; (b) the absence of which does not create any occupational hazard or hazard to the Work; and (c) the completion of which will not unreasonably interrupt or interfere with Owner's ability to occupy and conduct its operations.

1.5.59 Request for Proposal. The Design-Build Request for Proposal for the King County Children and Family Justice Center, No. C00863C13.

1.5.60 Retainage. Funds withheld by Owner pursuant to RCW 60.28.011 and Section 6.3.3.

1.5.61 Savings. The amount by which the sum of the Design-Builder's Cost of the Work and Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project.

1.5.62 Schedule of Values. A written breakdown allocating the total Contract Sum to each principal category of work.

1.5.63 Not Used.

1.5.64 Site. The location of the Project to be constructed by the Design-Builder pursuant to this Agreement.

1.5.65 Subcontractor. Any person or entity, including any vendor or Design Consultant, with whom Design-Builder has entered into any contract to perform any part of the Work, and shall specifically include any person, entity, or subconsultant and supplier at any tier with whom any Subcontractor has further contracted any part of the Work.

1.5.66 Substantial Completion. The stage in the progress of the Work of Phase 1A or Phase 1B, as applicable, or designated portion of the Work where: (a) Owner has full and unrestricted use and benefit of the Work for the purpose intended; (b) all systems and parts of the Work are functional as required by the Contract Documents; (c) all utilities are connected and operating normally; (d) only minor incidental work or correction or repair remains to complete all Contract requirements; and, (e) Design-Builder has provided all occupancy permits and easement releases.

1.5.67 Substantial Completion Date(s). The dates by which Design-Builder guarantees to achieve Substantial Completion, pursuant to Section 7.2.

1.5.68 Value Engineering Change Proposal ("VECP"). A proposal developed and documented by Design-Builder which: (a) would modify or require a change in a requirement of any Contract Document; and (b) reduces the cost of the Project without impairing essential functions or characteristics of the facility (including service life, economy of operation, ease of maintenance, desirability and safety) as determined by Owner, in its sole discretion, and provided that it is not based solely upon a change in quantities.

1.5.69 Work. All administrative, design, procurement, supply, installation, construction, supervision, management, testing, labor, equipment and materials and other duties and services set forth in and performed in accordance with the requirements of this Agreement, including the Project Criteria, and, to the extent not covered by this Agreement, in accordance with customarily accepted design, construction, and operations standards for a detention facility, a courthouse, a government office and parking structure facilities in the United States, and related site work necessary to provide a complete, fully functional, and operational project. **Base Work** shall mean the Work for which the Design-Builder has proposed to complete as part of the original GMP (Section 5.5.1-5.5.23) and shall not include any additive Change Order Work.

ARTICLE 2
RESPONSIBILITIES OF
OWNER

2.1 Owner's Responsibilities. Owner shall be responsible for the following matters and actions:

2.1.1 Access to Site. Provide reasonable rights of ingress and egress to and from the Site for Design-Builder and all Subcontractors, subject to Section 3.5.5 and Site access requirements in Division One. The Site shall be available to Design-Builder for all aspects of the Work on the Notice to Proceed Date.

2.1.2 Not Used.

2.1.3 Owner's Governmental Approvals. Obtain, or cause to be obtained, City of Seattle zoning amendments and a Mitigated Determination of Non-Significance at Owner's expense, except as designated a Design-Builder expense in paragraph 1.5.6.A of the Request for Best and Final Offer, all of which shall be the only Governmental Approvals Owner will be responsible for obtaining, or causing to be obtained, under the Contract Documents. Owner shall provide, or cause to be provided, reasonable cooperation and assistance to Design-Builder in obtaining Governmental Approvals for which Design-Builder is responsible. Owner's reasonable cooperation and assistance to Design-Builder shall not relieve Design-Builder of its obligations to obtain the Governmental Approvals for which Design-Builder is responsible.

2.1.4 Relevant Information for Design-Builder. Provide, or cause to be provided, information reasonably requested by Design-Builder that is within Owner's possession or control to enable Design-Builder to fulfill its obligations pursuant to the Contract Documents.

2.1.5 Not Used.

2.1.6 Other Items of Owner Supply. Provide the other items of equipment, materials, and services specifically identified in the Contract Documents as being the responsibility of Owner.

2.1.7 Payment Obligations to Design-Builder. Pay to Design-Builder the Contract

Sum pursuant to the terms of this Agreement.

2.2 Authority

2.2.1 County Executive or Designee. Unless the Owner, in writing, indicates otherwise, the authority to (1) commit to or bind the Owner to any Change Orders or change in Contract Work, Contract Sum and/or Contract Time; or (2) sign the Contract or Change Orders rests solely in the King County Executive or its designee.

2.3 Owner's Representative.

2.3.1 Notice of Delegation. The Owner shall provide the Design-Builder with a written Notice of delegation of authority, which identifies the person who has authority to sign Change Orders and/or bind the Owner to changes in the Work, Contract Sum, and Contract Time. In the event the Owner's Representative is no longer assigned to the Contract, the County shall notify the Design-Builder in writing of the change providing the name of the new Owner's Representative and effective date of the change.

2.3.2 Authority of Owner's Representative. The Owner's Representative shall have the authority to administer the Contract. Administration of the Contract by the Owner's Representative includes but is not limited to:

1. Receiving all correspondence and information from the Design-Builder;
2. Issuing Construction Change Directives;
3. Issuing Request for Change Proposals, as provided in Section 8.2;
4. Responding to requests for information directed to the Owner by the Design-Builder;
5. Reviewing the Schedule of Values, Project Schedules, Submittals, testing and inspection reports, substitution requests, and other documentation submitted by the Design-Builder;
6. Negotiating Request for Change Proposals, Contractor Initiated Notices and Change Orders;
7. Recommending Change Orders for approval by the King County Executive or its designee;
8. Issuing decisions with respect to Contractor Initiated Notices and Claims;
9. Processing payment requests submitted by the Design-Builder, and recommending payment;
10. Monitoring the quality of the Work, rejecting noncompliant Work, and recommending acceptance of the Work;
11. Transmitting executed Change Orders, amendments, and other Contract correspondence to the Design-Builder, and
12. Performing all other contract administrative functions.

2.3.3 Correspondence, Questions and Documentation. All correspondence, questions, and/or documentation shall be submitted to the Owner's Representative.

2.4 Owner's Separate Contractors. Owner is responsible for all work performed on the

Project or at the Site by separate contractors under Owner's control. Owner shall require its separate contractors to cooperate with, and coordinate their activities with Design-Builder so as not to interfere with, Design-Builder's ability to timely to complete the Work consistent with the Contract Documents.

2.5 Engagement of Owner's Design-Build Consultant. Owner has retained a construction management firm, OAC Services, Inc., to assist Owner in carrying out designated project management and oversight services for which Owner is responsible. The Owner's Design-Build Consultant will assist the Owner's Representative to represent Owner, but has no authority to bind Owner to an adjustment in the Contract Sum or Contract Time.

ARTICLE 3 **RESPONSIBILITIES OF DESIGN-BUILDER**

3.1 Design-Builder's General Obligations.

3.1.1 Obligation to Perform the Work. Design-Builder shall fully perform all the Work in accordance with and subject to the terms and conditions of the Contract Documents.

3.1.2 Responsibility for Subcontractors. Design-Builder shall be responsible to Owner for all acts and omissions of Design-Builder, any Subcontractor, and their respective employees, agents and representatives.

3.1.3 Incorporation Into Subcontractor Contracts. Design-Builder shall incorporate all obligations and understandings of the Contract Documents into all subcontracts and require that such obligations and understandings flow down to all subcontracts of any tier.

3.2 Design-Builder's Representative and Key Personnel.

3.2.1 Design-Builder's Representative. Design-Builder shall designate, by written notice to Owner on or before the Notice to Proceed, an individual ("Project Manager") who shall be authorized to act on behalf of Design-Builder, with whom Owner may consult at all reasonable times, who shall have full supervision over the completion of the Work, who shall be designated to act as the primary point of contact with Owner regarding all matters relating to the Work, and who shall have full authority to bind Design-Builder except to the extent such authority is limited as described in such notice. If the Project Manager's authority is limited, the notice will identify such persons within Design-Builder's organization who do have full authority to bind Design-Builder for all purposes under the Contract Documents. Design-Builder may, at any time by written notice to Owner, change the persons, if any, previously identified as having authority beyond that of the Project Manager. Any changes in the Project Manager shall require Owner's prior written approval.

3.2.2 Project Management: Key Personnel. Design-Builder shall provide management for the Work in accordance with the organization chart set forth in the Statement of Qualifications and RFP Proposal, a final, conformed copy of which is attached hereto as Exhibit ____ (Key Personnel). Design-Builder acknowledges that the experience and skill of the Key Personnel was an important factor in determining the responsibility of the

Design-Builder and continues to be an important factor to successful and timely completion of the Project. Except in the event that a Key Personnel individual is no longer employed (or otherwise under the direction and control) by the Design-Builder, none of the Key Personnel may be withdrawn from the Project without prior written approval of Owner. Design-Builder will provide Owner with at least thirty (30) days written notice of an intent to withdraw any Key Personnel and shall provide Owner a copy of the resume of any proposed replacement Key Personnel for Owner's review and acceptance.

3.3 Design Services.

3.3.1 General. Design-Builder has full responsibility for the design of the Project in accordance with the Contract Documents. Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independently-licensed Design Consultants, those design services necessary for Design-Builder to perform and complete the Work consistent with the Contract Documents. Such design services include, without limitation, those architectural and engineering services required for the preparation of Construction Documents and any other design submittal required under the Contract Documents.

3.3.2 Licenses. Any design professional performing design, engineering, architecture, or landscape architecture services on the Project shall be appropriately licensed as required by the laws of the State of Washington.

3.3.3 Standard of Care. The standard of care for all design services performed by or through Design-Builder on the Project shall be the care and skill ordinarily used by members of the design profession on projects of similar size, nature and complexity, practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, Design-Builder agrees that if the Contract Documents contain performance standards for any aspect of the Work, the design services shall be performed to achieve such standards notwithstanding the standard of care set forth in the preceding sentence.

3.3.4 Design Consultants Not Third Party Beneficiaries. No Design Consultant is intended to be, nor shall any Design Consultant be deemed to be, a third party beneficiary of this Agreement. Owner is intended to be and shall be deemed a third-party beneficiary of all contracts between Design-Builder and any Design Consultant.

3.3.5 Design Verification and Identification of Scope Issues.

3.3.5.1 Design Verification Period. During the one hundred twenty (120) day period following the Notice to Proceed for Phase 1A ("Design Verification Period"), Design-Builder shall perform the tasks set forth below.

3.3.5.1.1 Design-Builder Verification. Design-Builder shall thoroughly review and compare all of the then-existing Contract Documents, including the RFP and any incorporated documents and the Proposal, to verify and validate Design-Builder's proposed design concept for the entire Project, and identify any errors, omissions, inconsistencies, constructability problems, Site conditions or any other defects or concerns of any kind (collectively referred to as "Scope Issues") that may affect Design-Builder's ability to complete its proposed design concept within

the Contract Sum and Substantial Completion Date(s). If Design-Builder finds any Scope Issues, it shall notify Owner in writing of such findings within the Design Verification Period. Upon such notice, the Parties shall promptly meet and confer to discuss the resolution of such issues. If a Scope Issue could not have reasonably been identified by Design-Builder prior to the Agreement Date, and if resolution of the issue materially impacts Design-Builder's price or time to perform the Work, Design-Builder may submit a Contractor Initiated Notice, and Owner shall have the right to act upon such request, in accordance with Article 8. Notwithstanding anything to the contrary in the Contract Documents or as a matter of law, Design-Builder shall have the burden of proving that the alleged Scope Issue could not have been reasonably identified prior to the Agreement Date and that such Scope Issue materially impacts its price or time to perform the Work.

3.3.5.1.2 Owner Confirmation of Design Concept. Design-Builder shall meet with Owner, including any stakeholders identified by Owner, to review, confirm, clarify or refine Design-Builder's proposed design concept for the entire Project. This may include subjects and activities such as, space planning, pricing, selection of alternates or Value Engineering to finalize the conceptual design.

3.3.5.2 Design-Builder's Assumption of Risk of Scope Issues. Except for those changes made pursuant to Section 3.3.5.1.2, the Parties acknowledge that the purpose of the Design Verification Period is to enable Design-Builder to identify those Scope Issues, if any, that could not reasonably be identified prior to the Agreement Date. By executing this Agreement, Design-Builder acknowledges that the Design Verification Period is a reasonable time to enable Design-Builder to identify Scope Issues that will materially impact Design-Builder's price or time to perform the Work. Following completion of the Design Verification Period, with the sole exception of those Scope Issues identified during the Design Verification Period and identified to Owner in accordance with Section 3.3.5.1 or changes agreed to in accordance with this Section 3.3.5.2, the Parties agree as follows:

- (1) Design-Builder shall assume and accept all risks, costs, and responsibilities of any Scope Issue arising from or relating to the Contract Documents, including but not limited to conflicts within or between the RFP Documents and Proposal;
- (2) Design-Builder shall be deemed to have warranted that the Contract Documents existing as of the end of the Design Verification Period are sufficient to enable Design-Builder to complete the design and construction of the Project without any increase in the Contract Sum or extension to the Substantial Completion(s); and
- (3) Owner disclaims any responsibility for, and Design-Builder waives its right to seek any increase in the Contract Sum or extension to the Substantial Completion Date(s) for, any Scope Issue associated with any of the Contract Documents.

3.3.6 Design Development Services.

3.3.6.1 Interim Design Submissions. Upon receiving written authorization from

Owner to proceed, Design-Builder shall prepare and submit to Owner all interim design submissions for the Work as required by and in accordance with Division One. On or about the time of the scheduled design submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following a design review meeting, Owner shall review the interim design submissions and respond in a time that is consistent with the turnaround times agreed upon by the Parties and set forth in the Project Schedule. If the Design-Builder is required to resubmit an interim design submission, the Owner shall note any exceptions and, or inform Design-Builder if further refinement of the interim design submissions is required.

3.3.6.2 Construction Documents. After Owner's review of the interim design submissions is complete, Design-Builder shall prepare and submit to Owner Construction Documents setting forth in detail drawings, specifications, and such other materials describing the requirements for construction of the Work pursuant to the Project Criteria. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in design review meetings. The Parties shall have design review meetings as needed to discuss, and Owner shall review the Construction Documents and respond, in accordance with the procedures set forth in Section 3.3.6.1 above and Division One. Once all of Owner's exceptions have been resolved, Design-Builder shall proceed with procurement and construction in accordance with those reviewed Construction Documents for that portion of the Work covered by the Construction Documents, as may be allowed by Section 3.3.6.4.

3.3.6.3 Owner's Review. Owner's review of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Work, including the Project Criteria. Neither Owner's review nor approval of any interim design submissions and/or Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner, and Design-Builder shall remain responsible for meeting all obligations required under the Contract Documents.

3.3.6.4 Design-Builder's Ability to Proceed with Procurement and Construction. Subject to written agreement with Owner and to the extent not prohibited by the Contract Documents, Design-Builder may prepare design submittals and Construction Documents for a portion of the Work to permit procurement and construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

3.3.6.5 Electronic Files. All design submissions of Design-Builder shall be forwarded to Owner in electronic and hard-copy format pursuant to the requirements of the Contract Documents.

3.4 Site Conditions.

3.4.1 Inspection of Site Conditions Prior to Agreement Date. Subject to the Design

Verification Period in Section 3.3.5, Design-Builder has, as of the Agreement Date, ascertained the nature and location of the Work, the character and accessibility of the Site, the existence of obstacles to construction, the availability of facilities and utilities, the location and character of existing or adjacent work or structures, the surface and subsurface ground and soil conditions, and other general and local conditions (including labor) which might affect its performance of the Work or the cost thereof.

3.4.2 Reference Documents. Owner has made available to the Design-Builder Site-related Reference Documents identified in Part E of the RFP. As discussed in the RFP, Reference Documents contained within this list are being made available solely as additional information to the Design-Builder. Such reference materials are not to be considered Contract Documents and do not relieve the Design-Builder of its duties and responsibilities under this Contract nor constitute any representation or warranty by the Owner as to the Site or geotechnical conditions or other matters related to the Project. Design-Builder acknowledges that any reliance on these reference materials shall be at the Design-Builder's own technical and commercial risk.

3.4.3 Inspection of Site Conditions After the Notice to Proceed. Design-Builder will, after the Notice to Proceed, undertake such testing, inspections and investigations as may be necessary to perform its obligations under the Contract Documents, including additional geotechnical evaluations. If Design-Builder intends to conduct additional geotechnical evaluations to supplement or corroborate the information contained in the Reference Documents, it shall do so during the Design Verification Period.

3.4.4 Assumption of Risk for Site Conditions During Construction. Based on the Site investigations and other inquiries made by the Design-Builder prior to the execution of this Agreement and during the Design Verification Period of the Project, the Design-Builder assumes the risk of all reasonably ascertainable surface and subsurface or reasonably ascertainable latent physical conditions encountered by the Design-Builder during the construction of the Project that may affect the Design-Builder's excavation, or the Design-Builder's construction costs and/or schedules. The Design-Builder agrees that any such surface or subsurface or latent physical conditions revealed during excavation or construction that is considered reasonably ascertainable will not be considered a Differing Site Condition. If the Design-Builder believes that a material or obstacle discovered during excavation, demolition and/or construction was not known or reasonably ascertainable and a Differing Site Condition exists which impacts Contract Sum and/or Contract Time, the Design-Builder shall follow the procedures in Section 3.4.5.

3.4.5 Differing Site Conditions. If Design-Builder encounters a Differing Site Condition, Design-Builder shall immediately provide written notice to Owner of such condition. Design-Builder shall provide such immediate notice before the Differing Site Condition has been disturbed or altered. If Design-Builder seeks an adjustment in the Contract Time or Contract Sum, then not more than fourteen (14) days after Design-Builder's initial written notice, Design Builder shall submit a Contractor Initiated Notice to Owner as provided in Section 8.6. Owner shall investigate the alleged Differing Site Conditions and respond to Design-Builder in accordance with the procedures in Section 8.6. Design-Builder shall not disturb the condition until receipt of written authorization from the Project Representative that work can resume at the location of the alleged Differing Site Condition. Design-Builder shall continue with performance of all other Work.

3.5 Construction-Related Services. Except as otherwise expressly set forth in the Contract Documents, Design-Builder shall provide the equipment and materials, personnel and supervision, tools, equipment and materials and the services required, and shall be responsible for completing the Work in accordance with the terms of the Contract Documents. In furtherance of the foregoing (and not as a limitation thereof), Design-Builder shall:

3.5.1 Handling of Equipment and Materials. Provide for the handling of equipment and materials and construction equipment and materials, including, as necessary, inspection, expediting, shipping, unloading, receiving, customs clearance and transportation to the Site and storage until Substantial Completion, provided, however, that such responsibility shall continue after Substantial Completion as required for Design-Builder to perform its Punchlist and warranty obligations.

3.5.2 Quality of Equipment and Material. Ensure that all equipment and materials incorporated into the Work shall be new (unless otherwise agreed by Design-Builder and Owner), of the most suitable grade for the purpose intended, and shall meet the requirements of the Contract Documents and all applicable Governmental Approvals. References in the RFP Documents to equipment and materials, articles or patented processes by trade name, make or catalog number, shall be regarded as establishing a standard of quality expected by Owner. Unless stated otherwise in the Project Criteria, Design-Builder may use equipment and materials, articles, or patented processes that are equal to those named in the RFP Documents, subject to the prior written approval of Owner, which approval shall not be unreasonably withheld. Design-Builder shall use equipment and materials for which spare parts or replacements (or reasonable substitutes) are commercially available and obtainable under normal circumstances without undue delay or difficulty.

3.5.3 Construction Means, Methods. Be solely responsible for all construction means, methods, techniques, sequences, procedures, safety and security programs in connection with the performance of the Work, irrespective of approval or consent of Owner's Representative, and take full responsibility for the adequacy, stability and safety of all Site operations.

3.5.4 Care, Custody and Control/Risk of Loss of Design-Builder. Have full responsibility for care, custody, and control of the Work (including all equipment and materials in connection therewith, whether incorporated therein or located on or off the Site) and bear the risk of loss of the Work in each case until Substantial Completion.

3.5.5 Site Security. Procure, supervise, and provide the security measures at the Site set forth in the Contract Documents.

3.5.6 Construction Utilities and Facilities at Site. As further described in Division One, cause to be provided, power, communication system, water (including potable water), waste water lines and sewer lines required for the performance of the Work and provide, within the Site, temporary roads, office furniture, telephone facilities, secretarial services, drinking water and sanitary facilities to be used by Design-Builder and/or Subcontractors in the performance of the Work. Such obligations shall include obtaining and registering all required easements and obtaining all required Governmental Approvals for power lines, telephone lines, gas lines, waste water lines, sewer lines and lines for other utilities, whether on or off the Site. Design-Builder also shall install and maintain all meters required to measure the amount of each activity used for the purpose of

determining charges. Prior to the date of Final Acceptance, Design-Builder shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

3.5.7 Maintenance of Site. As further described in Division One, keep the Site free on a daily basis from accumulation of waste materials, rubbish, and other debris resulting from performance of the Work by depositing same in waste receptacles furnished by Design-Builder, which receptacles shall be removed and replaced on an as-needed basis. Design-Builder shall make special provisions, in accordance with applicable Governmental Rules, for storing and removing any Hazardous Materials waste generated during construction. Within thirty (30) days after the Substantial Completion Date for Phase 1A or Phase 1B, as applicable, Design-Builder shall remove from the portion of the Site for that phase, in conformity with applicable Governmental Rules, all such waste materials, rubbish and other debris, as well as all tools, construction equipment and materials, machinery and surplus material (other than surplus material acquired by Owner and other than materials, tools and construction equipment necessary to complete Punchlist items). Before Final Completion, after completion of the Punchlist items, Design-Builder shall remove all remaining waste and rubbish generated during performance of Punchlist work, and all remaining materials, tools and construction equipment, and leave the Site in neat, clean and usable condition. If Design-Builder fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Design-Builder.

3.5.8 Access to Work. Provide Owner, Owner's Design-Build Consultant, and Owner's Representative access to the Work in progress wherever located.

3.5.9 Notification of Excavation. Before commencing any excavation, notify Owner's Representative and provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services. The term "excavation" for purposes of the preceding sentence means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than twelve (12) inches in depth for landscape purposes.

3.5.10 Protection of Existing Structures, Equipment, Vegetation. Protect from damage all existing structures, equipment, improvements, utilities, and vegetation at or near the Site. Design-Builder shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place. Design-Builder shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Design-Builder fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Design-Builder.

3.5.11 Cooperation with Owner's Separate Contractors. Reasonably cooperate with Owner's Separate Contractors and carefully adapt scheduling and performance of the Work in accordance with these Contract Documents to reasonably accommodate the work performed by Owner's Separate Contractors.

3.5.12 Maintaining Documents at Site. Keep on the Site in such form as required by Owner, a copy of all Contract Documents, reviewed shop drawings, Governmental Approvals, and any other documents specified in Division One.

3.5.13 Testing and Inspections. Make arrangements for all such tests, inspections, and Government Approvals as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents, with the testing agency designated by the Owner, or with the appropriate Governmental Unit. Design-Builder shall: (a) give Owner timely notice of when and where tests and inspections are to be made; and (b) maintain complete inspection records and make them available to Owner.

3.6 Responsibility for Health, Safety and First Aid.

3.6.1 Responsibility for Safety. Design-Builder shall be fully responsible for the safety (the term "safety" as used in this Section 3.6 being deemed to include working conditions that either are free from known health hazards or provide safeguards against such health hazards) of all persons employed by Design-Builder, Subcontractors, their agents or invitees, or any other person who enters the Site for any purposes relating to Design-Builder's performance of its obligations under the Contract Documents. Design-Builder shall have the right to refuse entry onto the Site by, or to direct removal from the Site of, any employees, agents or invitees of Owner or Owner's Design-Build Consultant who fail to comply with Design-Builder's safety requirements at the Site. Design-Builder promptly shall notify Owner of any incidents in which such refusal or removal occurs.

3.6.2 Compliance with Safety and Health Rules. Design-Builder shall take all measures to ensure that the employees, agents and invitees of itself and all Subcontractors, while engaged in the Work comply with and adhere to: (a) all applicable Governmental Rules, including those promulgated by WISHA, relating to safety and health; and (b) Design-Builder's accident prevention program and safety procedures and rules for the Work. For these purposes, Design-Builder shall:

- (1) Follow WISHA regional directives and provide safety programs that will require an accident prevention and hazard analysis plan for Design-Builder and each Subcontractor on the Site.
- (2) Provide adequate safety devices and measures, including but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (International Building, Electrical, Mechanical, Fire, and Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.
- (3) Post all Governmental Approvals in a conspicuous location at the Site.
- (4) Provide any additional measures that Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public;

provided, however, that nothing in this Agreement shall be construed as imposing a duty upon Owner to prescribe safety conditions relating to employees, general public, or agents of Design-Builder, or as constituting any express or implied assumption of control or responsibility over Site safety.

3.6.3 Safety Program. Prior to conducting any work at the Site, and in accordance with Division One and any other requirements of the Contract Documents, the Design-Builder shall prepare and provide to the Owner a written Site specific safety program demonstrating the methods by which all applicable safety requirements of this Contract will be met. The Design-Builder shall ensure its Subcontractors have a written "safety program" or formally adopt the Design-Builder's Site specific safety program. Owner's review of such programs shall not be deemed to constitute approval or acceptance thereof and shall not relieve or diminish the Design-Builder's sole responsibility for Site safety.

3.6.4 Restriction to Site. Design-Builder shall confine to the Site the activities of its employees, agents and invitees, and those employees, agents and invitees of all Subcontractors and prohibit such personnel from entering upon any other properties or facilities of Owner except as specifically authorized by Owner's Representative.

3.6.5 Preventative Measures. Design-Builder shall take all reasonable measures to prevent injury to persons or damage to any property on the Site, or in the vicinity thereof, as a result of Design-Builder's or Subcontractors' performance of the Work, whether or not a hazardous or potentially hazardous condition exists due to the prosecution of the Work or due to work or activities being performed by Owner or others. Such reasonable measures shall include: (a) prevention of fires; (b) furnishing of temporary construction fences, flagmen, warning signs, and barricades; (c) elimination of excessive dust or smoke emission; (d) protection of overhead utility lines, underground pipes, conduit, or cables; and (e) protection of existing Work or work in progress by Owner or others.

3.6.6 First Aid. Design-Builder shall arrange to supply first aid to anyone who may be injured in connection with the Work.

3.6.7 Safety Coordinator. Design-Builder shall designate a Safety Coordinator at the Site. The Safety Coordinator shall be on the Site at all times that any Work is being performed and shall have no additional responsibilities other than safety. The Safety Coordinator shall be responsible for safe working conditions and compliance with all applicable Governmental Rules relating to safety and health

3.6.8 Breach of Safety Obligations. Failure of Design-Builder to perform the obligations set forth in this Section 3.6 may be deemed by Owner to constitute a material default under Section 15.1.6.

3.7 Hazardous Materials.

3.7.1 Design-Builder's Responsibilities. Design-Builder is responsible for any Hazardous Materials encountered during performance of the Work, including but not limited to hazardous building materials and contaminated soil and groundwater. Design-Builder shall review existing information to become familiar with Hazardous Materials at the Site and shall be responsible for all subsequent investigations necessary to perform

the Work, including but not limited to further characterization of building materials and soil and groundwater as needed to determine management and disposal options.

3.7.2 New Hazardous Materials Encountered on the Site; Notice and Plan. Upon encountering any new Hazardous Materials on the Site not previously identified in the existing information made available by the Owner before the Agreement Date, Design Builder will stop Work immediately in the affected area and stop any Work that may hinder or preclude investigation and remediation of the Hazardous Materials. Design-Builder will give Notice to the Owner as soon as possible and, if required by Government Rules, all government or quasi-government entities with jurisdiction over the Project or Site. Design-Builder will then propose a plan to the Owner detailing the proposed handling of the new Hazardous Materials, for the Owner's approval. In the event the new Hazardous Material encountered on the Site occurs in the form of a sudden release of liquid or gas from a tank, pipeline, or similar storage or conveyance feature, Design-Builder shall take immediate emergency actions as needed to stop and contain such release and insure safety of workers and the public. Except for such emergency actions, Design-Builder shall not conduct any remediation actions or otherwise remove or disturb the Hazardous Materials until receipt of an Owner-approved plan.

3.7.3 Handling. Upon receipt of an Owner-approved plan under Section 3.7.2, Design-Builder shall take the necessary measures and retain qualified professionals required to ensure that the Hazardous Materials encountered on the Site as part of the Work are handled in accordance with the Owner-approved plan and all applicable Government Rules.

3.7.4 Design-Builder Liability. Owner is not responsible for Hazardous Materials introduced to the Site by Design-Builder, whether part of the Work or otherwise, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Materials introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

3.7.5 Duty to Cooperate. With respect to Hazardous Materials that are part of the Work or otherwise introduced to the Site by Design-Builder, Design-Builder shall comply with all applicable regulatory authorities, including but not limited to any statute, regulation or regulatory agency regarding such Hazardous Materials. Design-Builder agrees to work cooperatively with Owner and regulatory agencies with jurisdiction over the Project to properly handle, dispose of, and/or remediate any Hazardous Materials.

3.8 Environmental Work Plans.

3.8.1 Work Plans. The Design-Builder shall prepare and submit to the Owner's Representative such environmental work plans as may be required by the Contact Documents, including but not limited to, a Hazardous Material Work Plan and a Soil Management Plan.

3.9 Labor.

3.9.1 Hours of Labor. Design-Builder shall comply with all applicable provisions of

RCW Chapter 49.28.

3.9.2 Notice to Owner of Labor Disputes. If Design-Builder has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance of the Work, Design-Builder immediately shall give notice, including all relevant information, to Owner.

3.9.3 Project Labor Agreement (PLA). This Contract is subject to the terms and conditions contained in the Project Labor Agreement for the King County Children and Family Justice Center Project. The PLA is attached hereto and incorporated into the Contract as Exhibit _____. Design-Builder agrees to comply with all terms and conditions contained in the PLA.

3.10 Subcontractors.

3.10.1 Responsibility. Design-Builder shall use Subcontractors who are experienced and qualified, and meet the requirements of the Contract Documents. Design-Builder shall schedule, supervise, and coordinate the operations of all Subcontractors. No subcontracting of any of the Work shall relieve Design-Builder from its responsibility for the performance of the Work in accordance with the Contract Documents.

3.10.2 Subcontract Requirements. Design-Builder shall require each Subcontractor to comply with all Contract Document requirements applicable to the Subcontractor's scope of work. Each subcontract also shall provide for an assignment by Design-Builder to Owner, provided that:

- (1) The assignment is effective only after termination by Owner for default pursuant to Article 15 and only for those subcontracts which Owner accepts by notifying the Subcontractor in writing; and
- (2) After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Design-Builder assumed in the subcontract.
- (3) The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- (4) As to Design Consultants, Design-Builder shall ensure that the contracts of all Design Consultants of any tier are subject to the right of Owner to receive an assignment of such contract, regardless of who is in privity of contract with such Design Consultant.

3.10.3 Subcontractor Identification. Before submitting the first Application for Payment, Design-Builder shall furnish in writing to Owner the names, addresses, telephone numbers, and Tax Identification Numbers (TIN) of all then-known Subcontractors, except those supplying materials with a value of less than \$2,500, under contract with Design-Builder at such time. Design-Builder shall supplement such form(s) on a monthly basis for those Subcontractors (except those supplying materials with a value of less than \$2,500) who are contracted with Design-Builder after the first Application for Payment. Design-Builder

shall not use any Subcontractor to whom Owner has a reasonable objection, including failure to meet the requirements of Division One, and shall obtain Owner's written consent before making any substitutions or additions to Subcontractors previously identified to Owner.

3.11 Governmental Rules and Governmental Approvals.

3.11.1 Governmental Rules. Subject to the terms and conditions of the Contract Documents, Design-Builder shall comply and shall cause all Subcontractors, employees, agents and representatives to comply with all applicable Governmental Rules in connection with the performance of Design-Builder's obligations under the Contract Documents. Design-Builder agrees to indemnify, defend, and hold Owner harmless from and against all fines, penalties, related costs and expenses arising from violations of such Governmental Rules by Design-Builder or any Subcontractors, employees, agents or representatives in connection with the performance of Design-Builder's obligations under the Contract Documents, and to take all reasonable actions to enforce compliance with this provision.

3.11.2 Governmental Approvals. Except for those Governmental Approvals specifically identified in Section 2.1.3 as being Owner's responsibility, Design-Builder shall pay for and obtain all Governmental Approvals required to perform the Work in accordance with the Contract Documents. Design-Builder shall submit copies of each Governmental Approval to Owner's Representative and shall post Governmental Approvals at the Site, as required by Governmental Rules. Prior to Final Acceptance, the approved, signed Governmental Approvals shall be delivered to Owner.

3.12 Assistance to Owner. Design-Builder shall provide information reasonably requested by Owner to enable Owner to fulfill its obligations under the Contract Documents. This obligation shall include providing such assistance as is reasonably requested by Owner in dealing with any Governmental Unit in matters relating to the Work and the Project.

3.13 LEED Energy & Sustainability Performance Requirements. Design-Builder shall meet all LEED Energy & Sustainability Performance Requirements contained in Division One and the Project Criteria. Design-Builder shall maintain LEED rating checklist throughout the design-build process and provide all the LEED consulting services required to obtain the targeted LEED rating. The Design-Builder shall submit and coordinate all documentation on LEED to the United States Green Building Council for the Project.

3.14 Performance Guarantee. Design-Builder shall provide Owner with a Performance Guarantee for the Project as set forth herein.

3.14.1 Scope. Design-Builder shall guarantee the performance of all building systems, environmental controls, and building elements that are related to providing energy efficiencies so that the energy efficiencies established in Section 3.14.3 are achieved.

3.14.2 Performance Guarantee Period. Measurement and verification of overall building energy performance shall occur annually for three (3) years from the date of Notice to Proceed with Construction of Phase 1B.

3.14.3 Measurement and Verification Plan. Design-Builder shall submit a plan for

measurement and verification (M&V Plan) acceptable to Owner which shall establish and guarantee the achievement of targeted building energy performance benchmarks for each building on the Project. The plan shall cover how the Performance Guarantee is administered, reviewed and measured during the Performance Guarantee Period.

Performance validation shall be measured annually by evaluating whether the building meets the designated performance criteria identified in the M&V Plan. Such measures, at a minimum, shall include:

- (1) the M&V Plan results and annual reports over the stipulated performance period; and
- (2) the building energy use performance target as compared to actual metered utility usage at or near the end of the one-year period.

If at the end of any of the first two years a building does not meet the designated energy performance criteria identified in the M&V Plan, Design-Builder shall identify and implement steps to satisfy the criteria when measured at the end of the succeeding year at no cost to Owner.

3.14.4 Financial Guarantee. Prior to Notice to Proceed with Construction of Phase 1B, Design-Builder shall deposit five hundred thousand dollars (\$500,000.00) (Financial Guarantee) in escrow with a bank acceptable to Owner. The Financial Guarantee is equivalent to the approximate value of the estimated energy operations savings for the first year. Release of the Financial Guarantee amount to Design-Builder, plus any interest earned, shall be contingent upon the final confirmation that the energy use performance benchmarks for the building have been achieved as verified pursuant to the M&V Plan conducted at the end of year three of the Performance Guarantee Period.

If the actual energy operations savings as presented in the M&V findings and recommendations for year three is equal to or better than the guaranteed energy performance benchmarks, the entire Financial Guarantee shall be released to the Design-Builder. If the actual energy operations savings for year three is less than the guaranteed energy performance benchmarks, the entire Financial Guarantee amount shall be released to Owner.

Nothing in this section is intended to supersede Design-Builder's obligations to comply with the requirements of the warranty or any extended warranty provided under this Contract.

3.15 Design-Builder's Performance and Payment Bonds. Concurrently with execution of this Agreement, Design-Builder shall provide Owner a performance and payment bond in the principal amount of one hundred percent (100%) of the Contract Sum plus Sales Tax. The bond shall be in a form acceptable, and with an acceptable surety. The costs for such bond shall be included in the Contract Sum.

ARTICLE 4
DESIGN-BUILDER'S REPRESENTATIONS AND WARRANTIES: LICENSES

4.1 Representations and Warranties of Design-Builder. Design-Builder makes the following representations and warranties to Owner, each of which is true and correct as of the Agreement Date:

4.1.1 Due Organization, Power and Authority. Design-Builder is a corporation duly organized, existing, and in good standing in the State of Washington. Design-Builder possesses all requisite power and authority to enter into and perform this Agreement. Design-Builder has all legal power and authority to own and use its properties and to transact the business in which it is engaged and holds or expects to obtain in a timely manner all material franchises, licenses, and permits required therefor.

4.1.2 Binding Obligation. Design-Builder's execution, delivery, and performance of this Agreement have been duly authorized by, and are in accordance with, its articles of incorporation and by-laws; this Agreement has been duly executed and delivered for it by the signatories so authorized; and this Agreement constitutes Design-Builder's legal, valid, and binding obligation.

4.1.3 No Existing Breach or Default. Design-Builder is not currently in breach of, in default under, or in violation of, and the execution and delivery of this Agreement and the performance of its obligations hereunder will not constitute or result in any breach of, default under or violation of, any applicable Governmental Rules of any Governmental Unit, or the provisions of Design-Builder's articles of incorporation or by-laws, or any franchise or license, or any provision of any indenture or any evidence of indebtedness or security therefor, lease, contract, license or other agreement by which it is bound, except for such breaches, defaults or violations as will not, either individually or in the aggregate, result in a material adverse effect on the ability of Design-Builder to perform its obligations hereunder.

4.1.4 No Pending Litigation. No suit, claim, action, arbitration, or legal, administrative or other proceeding is pending or, to the best knowledge of Design-Builder, threatened against Design-Builder that could affect the validity or enforceability of this Agreement, the ability of Design-Builder to fulfill its commitments hereunder in any material respect, or that would result in any material adverse change in the business or financial condition of Design-Builder.

4.1.5 Design-Builder Qualified to Perform the Work. Design-Builder has full experience and proper qualifications to perform the Work and to construct the Project.

4.1.6 Evaluation of Conditions Affecting the Work. Design-Builder has carefully examined the RFP Documents, including any Addenda issued to such documents, and undertaken further verification activities during the Design Verification Period, and any and all conditions that could in any way affect its performance of the Work, including:

- (1) visiting the Site and becoming familiar with and satisfying itself as to the general, local, and Site conditions that may affect the cost, progress, or performance of the Work, including the impact that required security

measures may have on ingress and egress to the Site;

- (2) becoming familiar with and satisfying itself as to all Governmental Rules that may affect the cost, progress, or performance of the Work;
- (3) determining that the RFP Documents were sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work and sufficient to enable Design-Builder to commit to the Contract Sum and Contract Time; and
- (4) conducting such further verification and investigation during the Design Verification Period as it deems necessary.

By representing that it has evaluated the above-referenced conditions, Design-Builder confirms that it will complete the Work within the Contract Sum and on or before the Contract Time. Design-Builder assumes the risk of any and all such conditions set forth above, and agrees that it shall not submit a Contractor Initiated Notice for such conditions, subject to Design-Builder's rights under Section 3.3.5 and Section 3.4 above.

4.2 Licenses. Design-Builder shall be registered or licensed as required by Governmental Rule.

ARTICLE 5
CONTRACT SUM AND TAXES

5.1 Contract Sum/Guaranteed Maximum Price. The Contract Sum shall be the Guaranteed Maximum Price of _____ (\$_____). Owner will pay Design-Builder up to this amount for Work performed in accordance with Article 6. The Contract Sum consists of the Design-Builder's Fee (as described in Section 5.4), the Cost of the Work (as described in Section 5.5), the Contaminated Media (soil and groundwater) Allowance (as described in Section 5.6.1 and Division One), the Utility Allowance (as described in Division One), and Contingency (as described in Section 5.8.1.2). The Contract Sum shall be complete compensation for all Work to be performed by Design-Builder under the Contract Documents, and is subject to increases or decreases by Change Order only as specifically provided in this Agreement.

5.2 Taxes. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including: (a) withholding, payroll and any other employee-related taxes on employees of Design-Builder or Subcontractors; (b) taxes based on the income or revenues of Design-Builder or Subcontractors; (c) taxes related to construction consumables; and (d) taxes levied by any Governmental Unit upon the services and labor provided by Design-Builder in connection with the Work, including Washington State Business and Occupation Tax.

5.3 Washington State Sales Tax. Notwithstanding Section 5.2 above, the Contract Sum does not include Washington State Sales Tax (WSST). Owner will include applicable WSST in progress payments, and Design-Builder shall pay the WSST to the Department of Revenue and shall furnish proof of payment to Owner upon Owner's request.

5.4 Design-Builder's Fee.

5.4.1 Fee. Design-Builder's Fee shall be: _____ percent (____%) of the Cost

of the Work. Design-Builder agrees that this Fee is a reasonable payment for profit.

5.4.2 Change Order. Design-Builder's Fee will only be included in a Change Order for an adjustment in the Contract Sum or Contract Time as provided in Article 9.

5.5 Cost of the Work. The Cost of the Work shall include only the following:

5.5.1 Actual wages of employees of Design-Builder, as verified by certified payroll reports, performing the Work at the Site or, with Owner's agreement, at locations off the Site.

5.5.2 Actual wages or salaries of Design-Builder's supervisory and administrative personnel, as verified by certified payroll reports, engaged in the performance of the Work and who are located at the Site. Supervisory and administrative personnel include IT support, accounting staff, safety manager, supervision and management staff assigned to the Project and working at the Site. The cost of each member of the supervisory and administrative personnel at the Site shall be chargeable as an item of the Cost of Work in any given month provided that, in no event, shall any member's actual monthly compensation exceed that member's monthly salary (for salaried personnel), with increases, if any, subject to the approval of the Owner's Representative.

5.5.3 Actual wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, as verified by certified payroll reports, but only to the extent said personnel are identified in Exhibit _____ and performing the function set forth in said exhibit, and actually doing work on the Project.

5.5.4 Costs actually incurred and paid by Design-Builder for employee benefits, premiums, taxes (including, but not limited to, Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA), and State Unemployment Tax Act (SUCA)), insurance, industrial insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 5.5.1 through 5.5.3.

5.5.5 The reasonable cost of travel, accommodations and meals, necessarily and directly incurred by Design-Builder's personnel in connection with the performance of the Work and where the travel required is more than 250 miles from the Site and/or involves overnight accommodation. Costs do not include housing costs or allowances and related subsistence costs for Design-Builder's employees on the Project. For all travel expenses, Design-Builder must provide documentation identifying the purpose of the trip so that it is clear the travel expenses are a required expense for the Project. Airfare must be at the lowest available coach rates. Food and lodging for business travel will be paid at actual costs, not to exceed the applicable federal per diem rate for the location (see <http://www.gsa.gov/portal/category/21287>). The Owner will not reimburse costs for alcohol, entertainment, or business development. All travel by Design-Builder personnel that involves air travel or overnight stay must be approved in advance by the Owner's Representative. This will be accomplished by providing Notice to the Owner's Representative stating the destination, purpose of the trip, who is traveling, and the expected duration of the trip. The Owner will respond within twenty-four (24) hours to such requests.

5.5.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants. All Design Consultants and their corresponding rates (including associated Overhead and profit) shall be listed in Exhibit ___ to this Agreement.

5.5.7 All price escalation for labor, equipment, material, design and engineering services provided as part of the Work over the lifetime of the Project.

5.5.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

5.5.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

5.5.10 Costs of removal of debris and waste from the Site.

5.5.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office in accordance with Division One.

5.5.12 Reasonable rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

5.5.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work. All insurance and bond premiums incurred by Design Builder, Subcontractors and Design Consultants are to be identified in Exhibit _____ in order to be considered a Cost of the Work.

5.5.14 All fuel and utility costs incurred in the performance of the Work.

5.5.15 Tariffs or duties incurred in the performance of the Work, but not including sales, use or similar taxes.

5.5.16 Not Used.

5.5.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

5.5.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

5.5.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

5.5.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

5.5.21 Accounting and data processing costs related to the Work.

5.5.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

5.5.23 _____% of the Cost of the Work as defined in the preceding sections of this Section 5.5, which is agreed to represent reasonable compensation for all elements of Overhead as defined in Section 1.5.45 or not otherwise included above.

5.6 Allowance Items and Allowance Values: Proposal Alternates.

5.6.1 Allowances. Allowance Items, and their corresponding Allowance Values, are described in Division One. The Contaminated Media (soil and groundwater) and Utility Allowance are included within the GMP. All other Allowance Items are not included within the initial GMP, and it is intended that they will be added to the GMP by Change Order, at a later date.

5.6.2 Determination of Items and Values. Design-Builder and the Owner will work together collaboratively to review the Allowance Items and Allowance Values to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and the Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values.

5.6.3 Written Authorization Required. No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner.

5.6.4 Proposal Alternates. Proposal alternates are described in Form D of the Request for Proposal. Alternates are not included within the initial GMP. It is intended that, if selected by Owner, an alternate will be added to the GMP by Change Order.

5.7 Non-Reimbursable Costs.

5.7.1 The following shall not be deemed as Cost of the Work:

5.7.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Section 5.5.

5.7.1.2 Overhead and general expenses, except as provided for in Section 5.5, or which may be recoverable for changes to the Work.

5.7.1.3 The cost of Design-Builder's capital used in the performance of the Work.

5.7.1.4 Any costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

5.7.1.5 Costs not actually incurred by the Design-Builder. The Owner shall receive the full benefit of all trade discounts, rebates or refunds received by the Design-Builder from any source in regard to the cost of the Work.

5.7.1.6 Costs due to negligent, defective or nonconforming Work of the Design-Builder, Subcontractors, and anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs for the correction, repair or replacement of the Work, including insurance deductibles paid on account thereof.

5.7.1.7 Any cost not specifically and expressly described in Section 5.5.

5.8 The Guaranteed Maximum Price (GMP).

5.8.1 GMP.

5.8.1.1 Design-Builder represents, warrants, and guarantees that it shall not exceed the GMP. Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement (Exhibit _____ "GMP Exhibit Documents"). Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it shall be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

5.8.1.2 The GMP includes a Contingency in the amount of _____ Dollars (\$_____) which is available for Design-Builder's exclusive use for unanticipated costs it incurs on the Work. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) correction of negligent, defective, damaged or nonconforming Work, design errors or omissions, however caused; (d) Subcontractor defaults, terminations and reprourement of services; (e) those events under Article 10 of this Agreement that result in an extension of the Contract Time but do not result in an increase in the Contract Sum; (f) schedule recovery costs; (g) detail resolution refinements (e.g., minor items required to complete a detail that may have not been perfectly clear in the Construction Documents); (h) utility coordination difficulties; and (i) items missed in development of the GMP, but which are required expressly or by necessary implication by the Contract Documents for a complete Project. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly update to the Project Schedule required by Section 25.1 an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.

Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

5.8.2 Savings. Any and all Savings shall revert one hundred percent (100%) to Owner prior to final reconciliation and invoicing. In determining whether there are savings (or the final GMP has been exceeded) the total Cost of the Work, calculated according to Section 5.5.1 through Section 5.5.22, shall be decreased by the total amount of Change Orders and the resulting number shall be marked up by Overhead according to Section 5.5.23 and Fee according to Section 5.4. Then the total amount of Change Orders shall be added back and the total compared to the final GMP.

ARTICLE 6 **PAYMENT TERMS**

6.1 Schedule of Values.

6.1.1 Submittal. Within fourteen (14) Days after the Agreement Date, and in accordance with Division One, Design-Builder shall submit to Owner for review a detailed Schedule of Values with breakdown allocating the total Contract Sum to each principle category of work, in such detail as requested by Owner. The Schedule of Values will: (a) subdivide the Work into its respective parts; (b) include values for all items comprising the Work; (c) contain appropriate amounts for demobilization, record drawings, and any other requirements for Project close-out; and (d) be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.1.2 Owner Review. Owner will timely review and approve the Schedule of Values or provide Design-Builder with a written explanation of why the Schedule of Values was not approved. Unless otherwise specified in the Contract Documents, Owner shall use reasonable efforts to review the Schedule of Values within thirty (30) Days of Owner's receipt of the Design-Builder's submittal of its Schedule of Values. Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first Application for Payment.

6.1.3 Effect of Acceptance. Owner's acceptance of the Schedule of Values shall not relieve the Design-Builder from its sole responsibility for the accuracy of the Schedule of Values and its compliance with all Contract requirements. The Design-Builder shall revise the Schedule of Values as necessary to accurately reflect Change Orders.

6.1.4 Current Status. Each Application for Payment shall include a current status of the Schedule of Values. No Application for Payment will be considered until the current status of the Schedule of Values has been submitted and accepted.

6.1.5 Conformance with Project Schedule. The items and activities, which the Design-Builder identifies within its Schedule of Values, shall be specifically referenced within, and conform and be consistent with, the activities set forth within the Project Schedule.

6.2 Applications for Payment.

6.2.1 Form of Application. On or about the first day of each month, the Design-Builder shall submit to Owner an Application for Payment. Each application shall be in a format as specified in Division One and shall include such documentation or information as required in Division One and the following:

- (a) Current status of the Schedule of Values;
- (b) Project Schedule and the most current updates;
- (c) Affidavits signed by all Subcontractors performing Work to date, stating that each of them has been paid, less earned retainage, as their interests appeared in the last preceding Application For Payment;
- (d) The contract purchase agreement number, CPA # _____ (which shall be placed on each Application for Payment submitted by the Design-Builder); and
- (e) Statement by Design-Builder that it has paid prevailing wages as required by Section 23.1.3.

6.2.2 Failure to Include Required Documentation. Inclusion of the required documentation is a condition precedent to payment. Design-Builder is not entitled to payment for any Work unless the Application for Payment includes all required documentation. Owner reserves the right to withhold payment pursuant to Section 6.5 if it is subsequently determined that Design-Builder has not submitted all required documentation.

6.2.3 Reconciliation; Additional Cost Items. The application shall correlate the amount requested with the Schedule of Values and with the state of completion of the Work, as measured by the current Project Schedule. In addition to Work performed by the Design-Builder, applications may include (1) the invoiced cost of major materials or equipment (major material or equipment to be identified on the Schedule of Values) suitably stored on the Site, and (2) with Owner's consent, up to 75% of the invoiced cost of major materials or equipment suitably stored off the Site if the Owner's interest in those major materials or equipment is protected through insurance and the Design-Builder provides documentation of such insurance.

6.3 Progress Payments.

6.3.1 Payment. Owner shall make progress payments, in such amounts as Owner determines are properly due, within thirty (30) days after receipt of an accepted, properly executed Application for Payment. Owner shall notify Design-Builder in accordance with Chapter 39.76 RCW if an Application for Payment does not comply with the requirements of the Contract Documents or if payment will be withheld.

6.3.2 Prompt Payment of Subcontractors. Design-Builder shall ensure that Subcontractors are promptly paid as required by RCW 39.04.250.

6.3.3 Retainage. Owner shall retain five percent (5%) of the amount of each progress payment due under an Application for Payment. No retention shall be held for design and engineering services. Pursuant to RCW 60.28.011 and RCW 39.08.030, claims or "liens" by Subcontractors against the retained fund or the retainage bond must be in writing and submitted to the Owner's Representative at the address given for notices in this Contract, for filing with the Project documents. The Owner's Representative will maintain a copy of all claims "liens" against the retainage in the Project document.

6.3.4 Undisputed Amounts. Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Contract.

6.3.5 Payment for Punchlist. Design-Builder's right to be paid for the Punchlist is set forth in Section 7.3.1.4.

6.3.6 Title to Work Covered by Progress Payments. Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Design-Builder from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Design-Builder with the Contract Documents.

6.4 Final Payment.

6.4.1 Application for Final Payment. Upon submitting a notice of Final Completion to Owner pursuant to Section 7.4, Design-Builder shall be entitled to submit an Application for Final Payment, which application, in addition to any other information required by the Contract Documents, shall include the following:

- (1) Submittal by Design-Builder and all Subcontractors of Affidavits of Wages Paid in accordance with state law;
- (2) Design-Builder's release of claims against Owner, except for Claims specifically described in the release document and submitted in accordance with Article 11;
- (3) Design-Builder certification that all Subcontractors have been paid and there are no outstanding liens;
- (4) Right of way, easement and property releases; and,
- (5) All reports identified in the Affidavit and Certificate of Compliance with the King County Code 12.16.

6.4.2 Payment. Within thirty (30) days after receipt of an acceptable Application for Final Payment, Owner shall pay to Design-Builder the unpaid balance of the Contract Sum, reduced by any amounts owed by Design-Builder to Owner pursuant to this Agreement

which have not been paid by Design-Builder. Retainage funds shall be released in accordance with Chapter 60.28 RCW.

6.4.3 Effect of Final Acceptance and Final Payment.

(1) Neither Final Acceptance nor Final Payment shall release Design-Builder or its sureties from any obligations under this Contract or the performance and payment bonds, or constitute a waiver of any claims by Owner arising from or related to Design-Builder's performance or failure to perform the Work and to meet all contractual obligations, including but not limited to:

- a. Unsettled liens, security interests or encumbrances;
- b. Damaged, non-conforming, or defective Work discovered by Owner;
- c. Terms of any warranties or guarantees required by the Contract; and,
- d. Payments made in error.

6.4.4 Waiver and Release. Except for those Claims properly preserved and expressly identified in the notice of Final Completion, acceptance of final payment by Design-Builder or any Subcontractor shall constitute a waiver and release to Owner of all claims by Design-Builder, or any such Subcontractor, for:

- (1) Any and all disputes or claims, including but not limited to claims for damages, fines, interest, taxes, attorney fees, or costs, demands, rights, actions or causes of actions, known or unknown, arising out of or in any way related to the Parties' performance under the Contract and/or Project; and
- (2) Any and all known and/or unknown liabilities, obligations, demands, actions, suits, debts, charges, causes of action, requests for money and/or payment under the Contract, outstanding invoices, or claims directly or indirectly arising out of or related to the Contract and/or Project.

6.5 Owner's Right to Withhold Payment and Offset.

6.5.1 Withholding of Payment. Without waiver of any other available remedies, the Owner has the right to withhold, nullify, or back-charge, in whole or in part, any payment or payments due or that have been paid to the Design-Builder as may be necessary to cover the Owner's costs or to protect the Owner from loss or damage for the following reasons:

- 1. Failure of the Design-Builder to submit or obtain acceptance of a Progress Schedule, Schedule of Values, and any updated Schedules;
- 2. Defective or non-conforming Work;
- 3. Costs incurred by the Owner to correct, repair or replace defective or non-conforming Work, or to complete the Work;
- 4. Assessment of liquidated damages;
- 5. Reasonable expectation of claims by third parties resulting from the Design-Builder's or Subcontractor's acts, omissions, fault, or negligence;
- 6. Deduction in Contract Work;

7. Failure of Design-Builder to repair damaged materials, equipment, property, or Work;
8. Failure of the Design-Builder to provide or obtain review of Submittals;
9. Failure to keep record documents up to date;
10. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits;
11. Failure to obtain and maintain applicable permits, insurance, and bonds;
12. Failure of the Design-Builder to disclose all material facts or accurate information upon which the Owner relied when agreeing to a Change Order;
13. Failure to provide Statement of Intent to Pay Prevailing Wage and/or Affidavits of Wages Paid;
14. Failure to recognize or obtain relief from Washington State sales tax obligations through resale certificates or similar means.

6.5.2 Payment Disputes. If Design-Builder disputes Owner's determination of payments due hereunder, or disputes any offsets or withholding by Owner, Design-Builder shall submit a Contractor Initiated Notice, in accordance with Section 8.6. Pending resolution of any such dispute, Design-Builder shall continue its performance of the Work in accordance with the Contract Documents.

6.6 Interest. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in Chapter 39.76 RCW.

6.7 Cost Records. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement. Design-Builder and Subcontractors shall maintain Project cost records by cost codes and shall contemporaneously segregate and separately record at the time incurred all costs: (1) directly associated with each work activity; and (2) directly or indirectly resulting from any event, occurrence, act, condition or direction for which the Design-Builder receives or seeks an adjustment in the Contract Sum, Contract Time and/or damages, such as delay and impact costs, acceleration costs, loss of productivity or efficiency, and increased or extended overhead. In addition to the requirements set forth in Article 8 through Article 10, Design-Builder shall only be entitled to extra compensation for any event, occurrence, act, condition or direction and/or the recovery of damages only to the extent that Project cost records are kept in full compliance with all requirements of this Agreement, including the requirement to segregate costs at the time incurred in accordance with this Article.

6.8 Maintenance and Inspection of Documents. All Design-Builder and Subcontractor documents and records relating to the Contract shall be open to inspection, audit, and/or copying by the Owner or its designee: (1) during the Contract Time; and (2) for a period of not less than six years after the date of Final Completion of the Project; or if any Claim, audit or litigation arising out of, in connection with, or related to this Agreement is initiated, all documents shall be retained until such Claim, audit, or litigation involving the records is resolved or completed, whichever occurs later. Design-Builder shall guarantee that all Subcontractor documents and records are retained and open to inspection, audit and/or copying. Failure to: maintain and retain sufficient records in full compliance with all requirements of this Agreement; allow Owner to verify all costs or damages; or permit Owner access to the books and records shall constitute a waiver of the rights of the Design-Builder and Subcontractor to any Claim or be compensated for any damages, additional time or money under this Agreement.

6.8.1 Design-Builder to Provide Facilities and Shall Cooperate. Inspection, audit, and/or copying of all documents described herein, may be performed by the Owner or its designee at any time with not less than seven (7) days' Notice. However, if an audit or inspection is to be commenced more than sixty (60) days' after the date of Final Acceptance of the Project, the Design-Builder will be given twenty (20) days' Notice of the time when the audit or inspection is to begin. Design-Builder, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the inspection, audit and/or copying during normal business hours. Design-Builder, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

6.8.2 Documents. At a minimum, the following documents, including all machine readable electronic versions, shall be available for inspection, audits, and/or copying:

- (1) Daily time sheets and all daily reports, Supervisor's reports, and inspection reports;
- (2) Collective bargaining agreements;
- (3) Insurance, welfare, and benefits records;
- (4) Payroll registers;
- (5) Earnings records;
- (6) All tax forms, including payroll taxes;
- (7) Material invoices and requisitions;
- (8) Material cost distribution worksheet;
- (9) Equipment records (list of Design-Builder's and Subcontractors' equipment, rates, etc.);
- (10) Contracts, purchase orders and agreements between Design-Builder and each Subcontractor;
- (11) Subcontractors' payment certificates;
- (12) Correspondence, including email, with Subcontractors;
- (13) All meeting notes by and between Design-Builder and Subcontractors and/or any third parties related to the Project;
- (14) Canceled checks (payroll and vendors);
- (15) Job cost reports, including monthly totals;
- (16) Job payroll ledger;
- (17) Certified payrolls;
- (18) General ledger;
- (19) Cash disbursements journal;
- (20) Escrow bid documents, take off sheets, and calculations used to prepare the bid and/or quotes;
- (21) Take off sheets, calculations, purchase orders, vouchers quotes, other financial data to support Cost Proposals, Contractor Initiated Notices, Claims and any other request for damages or additional money or;

- (22) Financial statements for all years during the Contract Time. In addition, the Owner may require, if it deems appropriate, additional financial statements for three (3) years preceding execution of the Contract and 6 years following Final Acceptance of the Contract;
- (23) Depreciation records on all Design-Builder's and Subcontractor's equipment, whether these records are maintained by the Design-Builder and Subcontractors involved, its accountant, or others;
- (24) If a source other than depreciation records is used to develop costs for the Design-Builder's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
- (25) All documents which relate to each and every Claim together with all documents which support the amount of damages as to each Claim;
- (26) Worksheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish time periods, individuals involved, the hours for the individuals, and the rates for the individuals;
- (27) Worksheets, software, and all other documents used by the Design-Builder (a) to prepare its GMP Proposal or schedule(s) and/or (b) to prepare quotes and bids to the Design-Builder;
- (28) All schedule documents, including electronic versions, planned resource codes, or schedules and summaries, including but not limited to those that support the Design-Builder's request for change in the Contract Time in each Contractor Initiated Notice with specificity;
- (29) All Submittals; and,
- (30) All other documents, including email, related to the Project, Claims, or Change Orders.

ARTICLE 7 **TIME FOR PERFORMANCE**

7.1 Commencement of Work. The Project will be constructed in two phases. Phase 1A includes construction of a new courthouse and detention facility on the north half of the Site. Phase 1B includes demolition of the existing detention facility, after completion of Phase 1A, and construction of a new parking structure on the south half of the Site. Design-Builder shall commence the Work for Phase 1A on the date specified in the Notice to Proceed for Phase 1A ("Phase 1A Date of Commencement"), whereupon Design-Builder shall diligently pursue performance of the Work in accordance with the Contract Documents. Design-Builder shall commence the Work for Phase 1B on the date specified in the Notice to Proceed for Phase 1B ("Phase 1B Date of Commencement"), whereupon Design-Builder shall diligently pursue performance of the Work in accordance with the Contract Documents. Except as provided in Section 7.1.1, Notice to Proceed for Phase 1B shall be issued after Substantial Completion of Phase 1A is achieved and the new detention facility is fully occupied.

7.1.1. Separate Notice for Design and Construction. Notwithstanding Section 7.1,

Owner, in its discretion, after consulting with Design-Builder, may further divide the Notice to Proceed issued for Phase 1A Work and 1B Work into separate Notice to Proceed with Design, and Notice to Proceed with Construction. In addition, Owner, in its discretion, after consulting with Design-Builder, may issue Notice to Proceed with Design for Phase 1B, prior to Substantial Completion of Phase 1A.

7.2 Substantial Completion and Final Completion.

7.2.1 Phase 1A. Design-Builder guarantees that Substantial Completion of Phase 1A shall be achieved no later than one thousand four hundred (1,400) Days after the Phase 1A Date of Commencement ("Phase 1A Substantial Completion Date"). Substantial Completion of the Phase 1A Work shall be deemed to have occurred when all Phase 1A Work meets the requirements for Substantial Completion, as described in Section 7.3 and Division One.

7.2.2 Phase 1B. Design Builder guarantees that Substantial Completion of Phase 1B shall be achieved no later than three hundred sixty-five (365) Days after the Phase 1B Date of Commencement ("Phase 1B Substantial Completion Date"). Owner intends to issue Notice to Proceed with Phase 1B after it completes additional systems and performance testing of the new courthouse and detention center, conducts on-site operations training, and fully occupies the facilities. Owner estimates Phase 1B Date of Commencement will occur approximately ninety (90) Days after Substantial Completion of Phase 1A Work. Substantial Completion of the Phase 1B Work shall be deemed to have occurred when all Phase 1B Work meets the requirements for Substantial Completion, as described in Section 7.3 and Division One.

7.2.3 Adjustments to the Substantial Completion Date(s). The Substantial Completion Date(s) for Substantial Completion and Final Completion shall be subject to adjustment in accordance with Articles 8 and 10.

7.2.4 Performance of the Work. Design-Builder represents that the Work shall be planned, organized and executed in accordance with the Project Schedule to achieve the Substantial Completion Date(s). Should Owner have a reasonable belief that the Project Schedule or Substantial Completion Date(s) will not be met for causes that do not constitute an Excusable Delay, Owner has the right, but not the obligation, to so notify Design-Builder, and Design-Builder shall then work additional overtime, engage additional personnel and take such other measures as necessary to complete the Work within the Project Schedule and by the Substantial Completion Date(s). Design-Builder shall bear all costs related to such overtime, additional personnel, and other measures.

7.2.5 Final Completion of Project. Design-Builder guarantees that Final Completion of the entire Project shall be achieved no later than ninety (90) Days after the Phase 1B Substantial Completion Date. Final Completion of the Project shall be deemed to have occurred when all Work meets the requirements for Final Completion, as described in Section 7.4 and Division One.

7.3 Substantial Completion Procedures.

7.3.1 Punchlist.

7.3.1.1 Design-Builder's Creation of Punchlist. Design-Builder shall prepare separate Punchlists for Phase 1A and Phase 1B and provide them to Owner together with an estimate of the cost and time to complete and/or correct each Punchlist item.

7.3.1.2 Owner's Action on Punchlist. Owner shall notify Design-Builder within ten (10) business days after receipt of the Punchlist for Phase 1A and Phase 1B, as applicable, that it accepts such Punchlist and estimate or shall otherwise state its reasons for disagreement therewith in reasonable detail; provided, however, that: acceptance or rejection thereof shall not relieve Design-Builder of its liability to complete or correct the Punchlist items. If the Parties fail to agree on any aspect of the Punchlist, then: (a) Design-Builder shall be obligated to proceed in accordance with Owner's instructions and interpretations and additions relative to the Punchlist; and (b) submit a Contractor Initiated Notice under Section 8.6.

7.3.1.3 Condition Precedent to Substantial Completion. Design-Builder's creation of a Punchlist, and Owner's Approval of such Punchlist, shall be a condition precedent to achieving Substantial Completion for Phase 1A or Phase 1B, as applicable.

7.3.1.4 Payment of Punchlist Amount. Owner may withhold an amount equal to one hundred fifty percent (150%) of the estimated value of each Punchlist item. Payment of the estimated amount of the Punchlist shall not be due until Design-Builder has completed all Punchlist items. If Design-Builder fails to complete all Punchlist items within sixty (60) days after the date of Substantial Completion for Phase 1A or Phase 1B, as applicable, Owner may complete, or cause to be completed, any item which Design-Builder has so failed to complete. In such case, Owner may deduct the related cost of such item from the amount withheld with respect to such item and pay the remaining amount withheld, if any, to Design-Builder.

7.3.2 Substantial Completion Certificate.

7.3.2.1 Design-Builder's Issuance of Certificate. When Design-Builder believes that Substantial Completion of Phase 1A or Phase 1B has occurred, Design-Builder shall issue a Substantial Completion Certificate for that phase, supported by such information required by the Contract Documents.

7.3.2.2 Owner's Review of Certificate. Owner shall review and accept or reject the Substantial Completion Certificate issued by Design-Builder within ten (10) business days of its receipt of such certificate, and, if applicable, will specifically identify its reasons for rejection. If Design-Builder accepts the reasons for such rejection, it shall take corrective action and submit a new certificate to Owner. If Design-Builder disagrees with the reasons for the rejection, it shall promptly notify Owner, whereupon Design-Builder and Owner shall meet to attempt to resolve the disagreement. If the disagreement cannot be resolved within five (5)

business days, Design-Builder shall act in accordance with the instructions of Owner without prejudice to its rights under Article 11.

7.3.3 Prior Occupancy. Owner may, upon written notice thereof to Design-Builder, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: (a) be deemed an acceptance of any portion of the Work; (b) accelerate the time for any payment to Design-Builder; (c) prejudice any rights of Owner provided by any insurance, bond, or the Contract Documents; (d) relieve Design-Builder of the risk of loss or any of the obligations established by the Contract Documents; (e) establish a date for termination or partial termination of the assessment of liquidated damages; or (f) constitute a waiver of claims. Notwithstanding the above, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy.

7.4 Final Completion of the Project.

7.4.1 Conditions for Final Completion. Final Completion of the Project shall occur when all of the following have been satisfied:

- (1) the Work is fully and finally complete in accordance with the Contract Documents, including: (i) the completion of all Punchlist items; (ii) all as-built information and other documents required by the Contract Documents have been received and accepted by Owner; and (iii) all special tools, spare parts, operating instructions and manuals, and certificates required by the Contract Documents and all other items to be provided by Design-Builder to Owner hereunder shall have been delivered to Owner free and clear of all liens;
- (2) the Design-Builder has completed all of the requirements, up to and including submittal of a proper application for the LEED Certificate;
- (3) Design-Builder has notified Owner that subsections (1) and (2) have occurred and submitted an Application of Final Payment to Owner; and
- (4) Owner has concurred that subsections (1) and (2) have been satisfied and approved the Application for Final Payment.

7.4.2 Issuance of Final Acceptance Certificate. When Owner believes that all conditions in Section 7.4.1 have occurred and all other requirements for Final Acceptance contained in Division One have been met, Owner shall issue a Final Acceptance Certificate.

7.5 Delay Damages.

7.5.1 Liquidated Damages for Late Substantial Completion.

- (1) **Phase 1A**. If Design-Builder fails to achieve Substantial Completion for Phase 1A by the Substantial Completion Date, Design-Builder shall be liable for the payment of liquidated damages to Owner in the amount of Five Thousand Dollars (\$5,000) per each calendar day of delay until Substantial

Completion of Phase 1A is achieved.

- (2) **Phase 1B**. If Design-Builder fails to achieve Substantial Completion for Phase 1B by the Substantial Completion Date, Design-Builder shall be liable for the payment of liquidated damages to Owner in the amount of One Thousand Dollars (\$1,000) per each calendar day of delay until Substantial Completion of Phase 1B is achieved.

7.5.2 Liquidated Damages Not Penalty. The Parties acknowledge, recognize and agree on the following:

- (1) that because of the unique nature of the Project, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Owner as a result of Design-Builder's failure to achieve Substantial Completion on or before the Substantial Completion Date for Substantial Completion; and
- (2) that any sums which would be payable under this Article 7 are in the nature of liquidated damages, and not a penalty, and are fair and reasonable and such payment represents a reasonable estimate of fair compensation for the losses that reasonably may be anticipated from such failure.

7.5.3 Actual Damages for Late Final Completion. After Substantial Completion of Phase 1B is achieved, actual damages will be assessed for failure to achieve Final Completion by the date for Final Completion. Actual damages will be calculated on the basis of direct consultant, administrative, and other related costs attributable to the Project as a result of such failure.

7.5.4 Payment of Delay Damages. Delay Damages shall accrue daily, and Owner may offset these costs against any payment due Design-Builder.

7.5.5 Default. If the Design-Builder is in default under Article 15, whether or not the Owner elects to terminate for cause, the Owner may elect to impose liquidated damages or actual damages for delay. The Owner will not be entitled to recover both types of damages for the same delay.

ARTICLE 8 **CHANGES**

8.1 Right to Make Changes. Owner may, at any time and without notice to Design-Builder's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Substantial Completion Date(s), an adjustment shall be made as provided in Articles 8, 9, and 10, and incorporated into a Change Order.

8.2 Owner Request for Change Proposal (RFP) From Design-Builder. If Owner desires to order a change in the Work, it may issue an RFP to Design-Builder. Design-Builder shall submit a Cost Proposal as described in Division One within fourteen (14) Days of the request from Owner, or within such other period as mutually agreed in writing. Design-Builder's Cost Proposal

shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

8.2.1 Cost Proposal Negotiations. Upon receipt of the Cost Proposal, as provided in Articles 9 and 10, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Design-Builder and execute a Change Order. Pending agreement on the terms of the Change Order, Owner may direct Design-Builder to proceed immediately with the proposed Work. Design-Builder shall not proceed with any change in the Work until it has obtained Owner's written approval or Owner's Construction Change Directive as provided in Section 8.3. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.

8.2.2 Failure to Agree Upon Terms of Change Order. If Owner and Design-Builder are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Design-Builder shall submit a Contractor Initiated Notice under Section 8.6.

8.3 Construction Change Directives. The Owner may direct the Design-Builder to proceed with a change in the Work through a written Construction Change Directive (may also be referred to as a Field Directive) when the time required to price and execute a Change Order would impact the Project. The Construction Change Directive shall describe and include the following: (a) the scope of work; (b) an agreed upon maximum not-to-exceed amount; (c) any estimated adjustment in Contract Time; (d) the method of final cost determination in accordance with the requirements of Article 9; and (e) the supporting cost data to be submitted in accordance with the requirements of Article 9.

Upon satisfactory submittal by the Design-Builder in accordance with Division One and approval by the Owner of supporting cost data, a Change Order will be executed. The Owner will pay the Design-Builder for Construction Change Directive work only upon satisfactory completion of performed work and execution of a Change Order. If the Design-Builder has been directed to perform Work and the Parties are unable to agree on a Change Order, Owner shall direct Design-Builder to submit a Contractor Initiated Notice under Section 8.6.

8.4 Owner's Rights to Undertake or Reject Proposed Changes. Owner shall have the right, at any time and in its sole discretion: (a) to direct Design-Builder to proceed immediately with the proposed change under a Construction Change Directive, pending agreement by the Parties on the terms of a Change Order; or (b) not to undertake any contemplated change, provided, however, that in such event, if Design-Builder was required to prepare a design as part of the proposed change, then Design-Builder shall be paid the reasonable costs it has incurred in preparing such design.

8.5 Changes of Law. Design-Builder may submit a Contractor Initiated Notice in accordance with Section 8.6 to compensate Design-Builder for the effects of any changes in Government Rule enacted after the Agreement Date affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents after construction has begun because of changes in Government Rules.

8.6 Contractor (Design-Builder) Initiated Notices (CIN). To the extent Design-Builder

believes that any act, event or condition arising out of or relating to the Work, including those caused by Owner or anyone for whose acts Owner is responsible: (a) effects an increase in its cost of, or time required for the performance of, any part of the Work, and (b) under the terms of the Contract Documents such act, event or condition entitles Design-Builder to an adjustment to the Contract Sum or Contract Time or other relief, then Design-Builder shall comply with the following processes.

8.6.1 Contractor Initiated Notice. Design-Builder shall provide Owner with written Notice, in accordance with Section 8.6.2, of any act, event, or condition that Design-Builder believes entitles it to an adjustment in the Contract Sum and/or Contract Time within fourteen (14) days after the occurrence of the act, event, or condition giving rise to the request. For purposes of this part, "occurrence" means when Design-Builder knew, or in its diligent prosecution of the Work should have known, of the act, event, or condition giving rise to the request. If Design-Builder believes it is entitled to an adjustment in the Contract Sum, Design-Builder shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Design-Builder shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.

8.6.2 Contents of the Initial CIN: Failure to Comply. Design-Builder shall not be entitled to any adjustment in the Contract Sum or Contract Time for any occurrence of acts, events or conditions or costs that occurred more than fourteen (14) days before Design-Builder's written CIN to Owner.

8.6.2.1 Contract Sum. If an adjustment in the Contract Sum is requested, the Notice shall set forth, at a minimum, a description of: (a) the event giving rise to the request for an adjustment in the Contract Sum; (b) the nature of the impacts to Design-Builder and its Subcontractors of any tier, if any; (c) a Cost Proposal of the amount of the adjustment in Contract Sum requested; and (d) the method used in Section 9.1.2 to calculate the adjustment in the Contract Sum.

8.6.2.2 Contract Time. If an adjustment in the Contract Time is requested, the Notice shall set forth, at a minimum, a description of: (a) the act, event or condition, giving rise to the request for an adjustment in the Contract Time; (b) the nature of the impacts to Design-Builder and its Subcontractors of any tier, if any; (c) the impact to the Critical Path; and (d) to the extent possible the amount of the adjustment in the Contract Time requested.

Failure to comply with the requirements of this section shall constitute a waiver of Design-Builder's right to an adjustment in the Contract Sum or Contract Time.

8.6.3 Contents of the Supplemental Notice: Failure to Comply. Within thirty (30) days after the initial CIN is submitted to Owner, unless Owner agrees in writing to allow an additional period of time, Design-Builder shall supplement the written notice provided under Section 8.6.2 with additional supporting data, including responding to a directive from Owner to calculate the adjustment in Contract Sum by an alternative method under Section 9.1.2.

8.6.3.1 Contract Sum. Such additional supporting data shall include, in addition

to any requirements set forth in Division One, the following: (a) the amount of compensation requested, itemized in accordance with the procedure set forth herein; (b) specific facts, circumstances, and analysis that confirms not only that Design-Builder suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an adjustment to Design-Builder; and (c) documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request relates to a delay or change in the Contract Time Design-Builder shall also be obligated to comply with all of the requirements of Article 10.

8.6.3.2 Contract Time. Such additional supporting data shall include, in addition to any requirements set forth in Division One, the following: (a) the amount of delay claimed, itemized in accordance with the procedure set forth herein; (b) specific facts, circumstances, and analysis that confirms not only that Design-Builder suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an adjustment in the Contract Time; (c) supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner; and (d) an acceleration schedule on a fragment basis to demonstrate how such delay can be eliminated.

Failure to comply with the requirements of this section shall constitute a waiver of Design-Builder's right to an adjustment in the Contract Sum or Contract Price.

8.6.4 Combined Requests for Price and Time Adjustments. Any requests by Design-Builder for an adjustment in the Contract Sum and in the Contract Time that arise out of the same act(s), event(s), or condition(s) shall be submitted together.

8.6.5 Owner's Response to Design-Builder's CIN. Owner will make a written determination on Design-Builder's CIN within thirty (30) days after receiving Design-Builder's supplemental notice and supporting data under Section 8.6.3. However, Owner may request additional information and specify a reasonable time period for receipt of the information, in which case Owner will make a written determination within thirty (30) days following such receipt. If Owner does not make a written determination within the applicable time period, the CIN shall be deemed denied.

8.7 Fault or Negligence of Design-Builder. No change in the Contract Sum or Contract Time, including Substantial Completion Date(s), shall be allowed when the basis for the change arises out of or relates to acts, events or conditions to the extent caused by the fault or negligence of Design-Builder, or anyone for whose acts Design-Builder is responsible

8.8 Computation of Adjustments.

8.8.1 Contract Sum. The computation of the value of any Change Order, Design-Builder request for an adjustment under Section 8.6, or any other adjustment to the Contract Sum, shall be determined in accordance with Article 9.

8.8.2 Contract Time. The computation of any adjustments to the Contract Time as the result of any Change Order, or of any Design-Builder Contractor Initiated Notice under

Section 8.6, or any other event or reason, shall be as set forth in Article 10.

8.9 Change Order as Full Payment and Final Settlement. If Owner and Design-Builder reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all adjustments for time and for direct, indirect, and consequential costs or damages, including costs or damages associated with delay, inconvenience, disruption of schedule, impact, dilution of supervision, loss of efficiency or productivity, ripple effect, acceleration of Work, lost profits, related in any way, to any Work, whether direct or indirect, either covered or affected by the Change Order, or related in any way, whether direct or indirect, to the acts, events or conditions giving rise to the change.

8.10 Duty to Proceed. No dispute under the Contract Documents, including those relating to the entitlement, cost, or time associated with a contemplated change or Design-Builder request for adjustment under Section 8.6, shall interfere with the progress of the Work and Owner shall continue to satisfy its payment obligations to Design-Builder in accordance with the Contract pending the final resolution of any dispute or disagreement. Design-Builder shall have the duty diligently to proceed with the Work in accordance with Owner's instructions despite any dispute or claim, including those events where the Parties are in disagreement as to whether instructions from Owner constitute a valid claim or change to the Contract Documents and justify adjustments to the Contract Sum or Contract Time. Design-Builder's sole recourse in the event of a dispute will be to pursue its rights under Article 11.

ARTICLE 9 **ADJUSTMENTS TO THE CONTRACT SUM**

9.1 Change in the Contract Sum – General Application.

9.1.1 Contract Sum Changes Only By Change Order. The Contract Sum shall only be changed by a Change Order. Design-Builder shall include any request for a change in the Contract Sum in its:

- a. Cost Proposal
- b. Contractor Initiated Notice
- c. Claim, provided the related Cost Proposal or Contractor Initiated Notice included a request to adjust the Contract Sum.

9.1.2 Methods for Calculating Change Order Amount. The value of any Work covered by a Change Order, or of any request for an adjustment in the Contract Sum, shall be determined by one of the following methods:

- a. **Unit Prices:** By application of unit prices to the quantities of the items involved as determined in Section 9.2.
- b. **Firm Fixed Price:** On the basis of a fixed price as determined in Section 9.3.
- c. **Time and Materials:** On the basis of time and material as determined in Section 9.4.

Regardless of the method selected to calculate the change in the Contract Sum, the Design-Builder agrees that it will be entitled to Overhead and profit on Change Order Work as set forth in this Article 9. Under no circumstances shall Design-Builder be entitled to receive Overhead and the Design Builder's Fee beyond the Base Work, except as allowed by Section 9.4.9.3.a for Change Order Work.

9.1.3 Owner May Direct Method. When Owner has requested Design-Builder to submit a Cost Proposal, Owner may direct Design-Builder as to which method in Section 9.1.2 to use when submitting its proposal.

9.2 Unit Price Method.

9.2.1 Whenever the Owner authorizes Design-Builder to perform Work on a Unit Price basis, the Owner's authorization shall clearly state the:

- a. **Scope:** Scope of work to be performed;
- b. **Unit Price:** Applicable Unit Price; and,
- c. **Not to Exceed:** Not to exceed amount of reimbursement as established by the Owner.

9.2.2 The applicable unit price shall include a detailed cost breakdown supporting the Design-Builder's request for reimbursement for all direct and indirect costs required to complete the changed Work, including any additional design or engineering costs as required to complete the Work, including Overhead and profit.

9.2.3 Design-Builder shall be paid under this method only for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by the Owner. The GMP shall be adjusted in accordance with the agreed upon Change Order amount.

9.3 Firm Fixed Price Method.

9.3.1 The Design-Builder and Owner may mutually agree on a fixed amount as the total compensation for the performance of changed work.

9.3.2 The Design-Builder shall provide a detailed cost breakdown supporting the Design-Builder's requested adjustment to the Contract Sum and any other financial documentation requested by the Owner's Representative.

9.3.3 Any adjustments to the Contract Sum using the Firm Fixed Price Method shall include all reasonable direct and indirect costs of the changed Work, including Overhead and profit. Such Overhead and profit shall be calculated in accordance with Section 9.4.9.

9.3.4 Whenever the Owner authorizes Design-Builder to perform changed Work on a Firm Fixed Price Method, the Owner's authorization shall clearly state:

- a. Scope of changed Work to be performed; and
- b. Total agreed price for performing such changed Work. The GMP shall be adjusted consistent with the total agreed price in the corresponding Change Order.

9.4 Time and Materials Method.

9.4.1 Owner Authorization. Whenever the Owner authorizes the Design-Builder to perform Work on a Time and Materials basis, Owner's authorization shall clearly state:

- a. Scope of Work to be performed; and,
- b. A not to exceed amount of reimbursement as established by the Owner.

9.4.2 Design-Builder's Responsibility. Design-Builder shall:

- a. Cooperate with the Owner and assist in monitoring the Work being performed;
- b. Substantiate and keep separate records of the additional labor, design and engineering hours, materials and equipment charged to work under the Time and Materials Method by detailed time cards or logs completed on a daily basis before the close of business each working day;
- c. Present the time card and/or log at the close of business each day to the Owner's Representative so that the Owner may review and initial each time card/log for the work done under the Time and Materials Method;
- d. Perform all Work in accordance with this provision as efficiently as possible;
- e. Not exceed any cost limit(s) without the Owner's prior written approval; and
- f. Maintain all records of the work, including all records of the Subcontractors and make such records available for inspection as required in Section 6.8.

9.4.3 Submission of Costs. Design-Builder shall submit costs and any additional information requested by the Owner to support Design-Builder's requested price adjustment. Design-Builder shall be responsible for keeping all Change Order costs segregated from the costs for the Base Work as set forth in Article 5.

9.4.4 Reasonable Costs of the Work. The Design-Builder shall only be entitled to be paid for reasonable direct and indirect costs of the changed Work actually incurred and documented to Owner's satisfaction. The Design-Builder has a duty to control costs. If the Owner determines that the Design-Builder's costs are excessive or unreasonable, the Owner, at its discretion, shall determine the reasonable amount for payment. Any adjustments to the Contract Sum using the Time and Materials method shall be based on the direct and indirect costs of the Work as defined in Section 9.4.5 through Section 9.4.9.

9.4.5 Labor. For all labor, the Design-Builder shall be reimbursed for its labor costs in accordance with the applicable provisions of Section 5.5.

9.4.6 Materials. The cost of materials resulting from an event or condition shall be calculated in one or more of the following methods, at the Owner's election:

- a. **Invoice Cost.** The Design-Builder may be paid the actual invoice cost of materials including actual freight and express charges and applicable taxes less all available discounts, rebates, and back-charges, notwithstanding the fact that they may not have been taken by the Design-Builder. This method shall be considered only to the extent the Design-Builder's invoice costs are reasonable and the Design-Builder provides copies of vendor invoices, freight and express bills, and other evidence of cost accounting and payment satisfactory to the Owner. As to materials furnished from the Design-Builder's stocks for which an invoice is not available, the Design-Builder shall furnish

an affidavit certifying its actual cost of such materials and such other information as the Owner may reasonably require;

- b. **Wholesale Price.** The Design-Builder may be paid the lowest current wholesale price for which the materials are available in the quantities required, including customary costs of delivery and all applicable taxes less all available discounts, rebates, and back-charges; or,
- c. **Owner Furnished Material.** The Owner reserves the right to furnish such materials as it deems advisable, and the Design-Builder shall have no Claim for any costs, overhead or profit on such materials.

9.4.7 Equipment. The additional cost, if any, of machine-power tools and equipment usage shall be calculated in accordance with the following rules:

9.4.7.1 Equipment Rates. Rates shall be based on the Design-Builder's actual allowable costs incurred or the rates established according to the Rental Rate Blue Book for Construction Equipment, published by Equipment Watch, PRIMEDIA, whichever is less. The Design-Builder's own charge rates may be used if verified and approved by the Owner and based on the Design-Builder's actual ownership and operating cost experience. Rental rates contained in published rate guides may be used if their cost formulas and rate factors are identifiable, reflect the Design-Builder's historical acquisition costs, utilization, and useful life, and do not include replacement cost, escalation contingency reserves, general and administrative expense, or profit. The Rental Rate Blue Book established equipment rate shall be the monthly rental rate for the equipment plus the monthly rental rate for required attachments, divided by 176, multiplied by the appropriate regional adjustment factor, plus the hourly operating cost. The established equipment rate shall apply for actual equipment usage up to eight hours per day. For all hours in excess of eight hours per day or 176 hours per month, the established equipment rate shall be the monthly rental rate plus the monthly rental rate for required attachments, divided by 352, multiplied by the regional adjustment factor, plus the hourly operating cost.

9.4.7.2 Transportation. If the necessary equipment is not already at the Site and it is not anticipated that it would be required for the performance of other work under the terms of the Contract, the calculation shall include a reasonable amount for the costs of the necessary transportation of such equipment.

9.4.7.3 Standby. The Design-Builder shall be entitled to standby equipment costs only if (a) the equipment is ready, able, and available to do the Work at a moment's notice; (b) Design-Builder is required to have equipment standby because of an event or condition solely caused by the Owner and (c) the Design-Builder can demonstrate that it could have and intended to use the equipment on other projects/jobs. If entitled to standby costs, the Design-Builder shall be compensated at 50% of the monthly rental rate for the equipment, divided by 176, and multiplied by the appropriate regional adjustment factor, as identified in the Rental Rate Blue Book for Construction Equipment, published by Machinery Information Division of PRIMEDIA Information Inc. Standby shall not be paid during periods of Design-Builder-caused delay, concurrent delay, Force Majeure, during any seasonal shutdown, routine maintenance, down-time or broken equipment, late delivery of equipment or supplies, or other anticipated occurrence specified in the Contract Documents. No payment shall be made for standby on any piece of equipment, which has been used on the Project in any 24 hour period. Standby costs shall not

be paid for weekends, holidays, and any time the equipment was not intended to be used on the Project as demonstrated by the Project Schedule.

9.4.8 Subcontractor.

9.4.8.1 Direct costs associated with Subcontractors shall exclude Overhead and profit markups and shall be calculated and itemized in the same manner as prescribed in Section 9.4.5 through Section 9.4.7 for Design-Builder. Design-Builder shall provide detailed breakdown of Subcontractor invoices.

9.4.9 Overhead and Profit Markup.

9.4.9.1 On a change to the Contract Sum by the Design-Builder, the Owner will only pay Overhead, including home office overhead, site or field office overhead, and unabsorbed home office overhead, and profit in accordance to the provisions set forth herein, which are agreed to cover all Overhead and profit, regardless of how the Design Builder chooses to account for various costs in its books of account.

9.4.9.2 Overhead and profit markups shall not be paid on freight, delivery charges, express charges, or sales tax.

9.4.9.3 Overhead and profit markup shall be paid by a markup on direct costs and shall not exceed the following:

- a. If the Design-Builder is self-performing work: Design-Builder is limited to the combined Overhead and Fee percentages on the Design-Builder's direct costs as set forth in Section 5.5.23 and Section 5.4.
- b. If a Subcontractor is performing work: Subcontractor is limited to 18% combined Overhead and profit markup for the Subcontractor's direct costs and Design-Builder is limited to 7% combined Overhead and profit markup on the direct costs of the Subcontractor.
- c. In no event shall the total combined Overhead and profit markup for Design-Builder and all Subcontractors of any tier exceed twenty-five percent (25%) of the direct cost to perform the Change Order Work.

9.5 Direct Costs.

Direct costs shall include labor (as defined in Section 9.4.5), materials (as defined in Section 9.4.6), equipment, (as defined in Section 9.4.7) and Subcontract costs (as defined in Section 9.4.8.)

9.6 Deductive Changes to the Contract Sum.

9.6.1 A deductive change to the Contract Sum may be determined by taking into account:

- a. Costs incurred and saved by the Design-Builder as a result of the change, if any;
- b. The costs of labor, material, equipment, overhead and profit saved by the change. These costs shall be calculated following as closely as possible with the provisions identified in Article 9; and/or,

- c. At the discretion of the Owner, costs set forth in the documents used by the Design-Builder to develop its Proposal.

9.6.2 Where the Owner has elected not to correct incomplete or defective Work, the adjustment in the Contract Sum shall take into account:

- a. The decreased value to the Owner resulting from the incomplete or defective Work; and,
- b. The increased future costs which the Owner may incur by reason of the incomplete or defective Work

9.7 Compensation for Adjustments to the Substantial Completion Date(s). Design-Builder's rights to seek compensation for the cost of an adjustment to the Substantial Completion Date(s), are set forth in Section 10.3.

9.8 GMP Adjustment. The GMP shall be adjusted consistent with the amount of each Change Order.

ARTICLE 10 **ADJUSTMENTS TO CONTRACT TIME**

10.1 Requests for Contract Time. The Contract Time shall only be changed by a Change Order. Design-Builder shall include any request for a change in the Contract Time in its:

- a. Cost Proposal.
- b. Contractor Initiated Notice.
- c. Claim, provided the related Cost Proposal or Contractor Initiated Notice included a request to adjust the Contract Time.

10.2 Adjustment of Contract Time. The Contract Time shall be adjusted by the amount of time Design-Builder actually is delayed by an Excusable Delay in the performance of the Work, provided that: (a) written initial and supplemental notice is given by Design-Builder within the time periods provided in Section 8.6; (b) the delay impacts the Critical Path (as reflected on the most recent monthly Project Schedule update), such delay could not be avoided by resequencing the Work, and the delay is outside the reasonable control of Design-Builder; (c) Design-Builder's performance would not have been concurrently delayed or interrupted by any event other than those identified in Section 10.4; and (d) Design-Builder, in view of all the circumstances, has exercised reasonable efforts to avoid the delay and did not cause the delay. Delays of Subcontractors shall be deemed to be within the reasonable control of Design-Builder, unless such delays are themselves excusable in accordance with the provisions of this Agreement.

10.3 Adjustment of Contract Sum for Excusable Delays.

10.3.1 Compensable and Non-Compensable Excusable Delays. If Design-Builder encounters an Excusable Delay under Sections 10.4 (1), (2), (3), (4), (5), (10), (11), or (13), for which it is entitled to a time extension pursuant to Section 10.2, Design-Builder also shall be entitled to an adjustment of the Contract Sum, as provided in Section 10.3.2. Except as provided in the preceding sentence, Design-Builder expressly waives any and all monetary relief for any delay to the Work, whether or not such delay is an Excusable Delay, and

specifically agrees that its sole and exclusive remedy for Excusable Delay, including any loss of productivity of impact costs associated with such Excusable Delays, will be an adjustment to the Substantial Completion Dates(s).

10.3.2 Adjustments to Contract Sum. The daily cost of any change in the Contract Time allowed under Section 10.3.1 shall be limited to the items below. Design-Builder shall not be entitled to any Overhead and profit for an adjustment in Contract Time except as provided below:

- (1) Cost of nonproductive field supervision or labor extended because of the delay;
- (2) Cost of weekly meetings or similar indirect activities extended because of the delay;
- (3) Cost of temporary facilities or equipment rental extended because of the delay;
- (4) Cost of insurance extended because of the delay; and
- (5) General and administrative overhead in an amount to be agreed upon, but not to exceed the sum of items (1) through (4) multiplied by the combined Overhead and Fee percentages set forth in Section 5.5.23 and Section 5.4.1.

10.4 Events Constituting Excusable Delay. The following events shall constitute Excusable Delay, provided, however, that before any event is deemed to be an Excusable Delay, Design-Builder shall be required to meet the conditions set forth in Section 10.2 for each such event:

- (1) Owner's suspension of all or part of the Work pursuant to Article 17;
- (2) Any failure of Owner to act within the times expressly provided in this Agreement;
- (3) Any unreasonable delay caused by an act, event or condition caused by Owner or persons acting on Owner's behalf;
- (4) Owner changes pursuant to Article 8;
- (5) **Not used.**
- (6) Major earthquakes or floods;
- (7) Weather conditions that meet the criteria established in Division One;
- (8) Public disorders, insurrection, rebellion, epidemic, terrorism, acts of war;
- (9) Fire or other casualty for which Design-Builder is not responsible;
- (10) Actions of Governmental Units enjoining the Project from proceeding or in

unreasonably delaying the issuance of a Government Approval;

- (11) Changes in Laws; and
- (12) Labor strikes lasting in excess of seven (7) consecutive days that affect a specific trade on a national or regional level and such strike was not caused by the acts or omissions of Design-Builder or Subcontractors.
- (13) Differing Site Conditions as set forth in Section 3.4.5.
- (14) Supplier delay of sole source products, provided the delay is completely outside the control of the Design-Builder.

10.5 Events Not Considered As Excusable Delay. The following events shall not constitute Excusable Delay, and Design-Builder assumes all risk of such events:

- (1) Actions or inactions of Government Units except as provided in Section 10.4(10);
- (2) Delays in obtaining or delivery of goods or services from Design-Builder or any Subcontractor unless such delay is caused by an Excusable Delay encountered by the Subcontractor;
- (3) Economic conditions, including labor shortages, inexperienced or unqualified labor, material shortages, or increases in the prices of labor or material.
- (4) Delays of common carriers;
- (5) Delays or disruptions arising out of or related to security clearances at the Site unless such delays or disruptions are not due to the actions or omissions of the Design-Builder or its subcontractors;
- (6) Adverse weather conditions, except as provided in Sections 10.4(6) and 10.4(7); and
- (7) Any other delay not specifically enumerated in Section 10.4.

10.6 Design-Builder To Proceed With Work As Directed. Pending final resolution of any request in accordance with this article, unless otherwise agreed in writing, Design-Builder shall proceed diligently with performance of the Work.

10.7 Disputes: Burden of Proof. In case of a dispute regarding the application of the provisions of this Article 10, including any dispute as to whether an Excusable Delay has occurred, either Party shall have the right to submit the dispute for resolution pursuant to Article 11, and Design-Builder shall bear the burden of proof, by clear and convincing evidence, in establishing its entitlement to adjustments to the Contract Time and its entitlement to relief under this Article 10.

ARTICLE 11
CLAIMS AND DISPUTE RESOLUTION

11.1 Condition Precedent to Filing a Claim. Compliance with the requirements of Article 8, Article 9, and Article 10, is a condition precedent to filing a Claim.

11.2 Claims Process.

11.2.1 Claim Filing Deadline for Design-Builder. Design-Builder shall file its Claim within forty-five (45) days from Owner's denial or deemed denial of a Contractor Initiated Notice under Section 8.6.

11.2.2 Claim Must Cover All Costs and Be Documented. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Design-Builder may be entitled. It shall be fully substantiated and documented and, at a minimum, shall contain the following information:

- (1) A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
- (2) The date on which facts arose which gave rise to the Claim;
- (3) The name of each employee, agent or representative of Owner and Design-Builder knowledgeable about the Claim;
- (4) The specific provisions of the Contract Documents which support the Claim;
- (5) The identification of any documents and the substance of any oral communications that support the Claim;
- (6) Copies of any identified documents, other than the Contract Documents, that support the Claim;
- (7) If an adjustment in the Contract Time is sought, then: (a) the specific number of days sought; (b) the specific reasons Design-Builder believes an extension in the Contract Time should be granted; and (c) Design-Builder's analysis of its Project Schedule and relevant schedule updates as required by Article 25 to demonstrate the reason for such an adjustment;
- (8) If an adjustment in the Contract Sum is sought, the exact amount sought, calculated in accordance with the Contract, a breakdown of that amount into the categories set forth in, and in the detail required by, Article 9 and the cost categories in Section 6.7; and
- (9) A statement certifying, under penalty of perjury, that Design-Builder has exercised reasonable diligence in investigating the Claim and that after its investigation, it has determined that the Claim

is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Design-Builder's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time to which Design-Builder believes Owner is liable.

11.2.3 Limitation on Claim Amendment. Design-Builder shall not be allowed to change the alleged basis for a Claim or to increase the amount of money, time or other relief requested after the applicable time period for bringing a Claim, if the change is based in any way upon data or information that a reasonable and diligent investigation would have uncovered prior to making the Claim.

11.2.4 Time for Owner's Response to Claim. After Design-Builder has submitted a fully documented Claim that complies with all applicable provisions of Section 11.2.2, Owner shall respond in writing to Design-Builder, Owner shall respond in writing within sixty (60) days from the date the Claim is received with either:

- (1) A decision regarding the Claim; or
- (2) Written Notice extending the Owner's time to respond to the Claim for another thirty (30) Days.

Absent a thirty (30) Day extension, the Claim shall be deemed denied upon the sixty-first (61st) Day following receipt of the Claim by Owner. If Owner used a thirty (30) Day extension, the Claim shall be deemed denied upon the ninety-First (91st) Day following receipt of the Claim by the Owner.

11.2.5 Owner's Review of Claim & Finality of Decision. To assist in the review of any Claim, Owner or its designee may visit the Site, request additional information or documentation in order to fully evaluate and/or audit the Claim. Design-Builder shall proceed with performance of the Work pending final resolution of any Claim in accordance with Section 8.8. Owner's written decision on a Claim shall be final and conclusive as to all matters set forth in the Claim, unless Design-Builder follows the procedures set forth in Section 11.3.

11.2.6 Waiver of Design-Builder Rights for Failure to Comply with This Section. Any Claim of Design-Builder against Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by Design-Builder unless timely made in accordance with the requirements of this Section 11.2.

11.3 Alternative Dispute Resolution and Litigation.

11.3.1. As a mandatory condition precedent to the initiation of litigation by the Design-Builder against the Owner, Design-Builder shall:

11.3.1.1 Comply with all provisions set forth in this Contract;

11.3.1.2 Complete all Work required for, and request that the Owner issue, a Certificate of Substantial Completion of the Work;

11.3.1.3 Request initiation of an Alternate Dispute Resolution (ADR) process agreeable to both Parties no later than 180 Days after the Design-Builder submits its final Application for Payment, or, if the dispute arises out of an event that occurs after the final Application for Payment, within 180 Days after such event.

11.3.1.4 Participate in an effort to complete the ADR process within 180 Days after Design-Builder requests initiation of the ADR process.

11.3.2 Any litigation brought against the Owner shall be filed and served on the Owner within 365 Days after the Design-Builder submits its final Application for Payment, or, if the dispute arises out of an event that occurs after the final Application for Payment, within 365 Days after such event. The requirement that the Parties participate in ADR does not waive the requirements of this subparagraph.

11.3.3 Failure to comply with these mandatory condition time requirements shall constitute a waiver of the Design-Builder's right to pursue judicial relief for any Claim arising from Work performed under the Contract.

11.4 Continuation of Work. Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder pending final resolution of any dispute or disagreement.

11.5 Owner May Audit Claims. In its discretion, Owner may exercise its right under Section 6.8 to audit any Claim following the filing of the Claim.

ARTICLE 12 **INSPECTION AND CORRECTION OF WORK**

12.1 Periodic Inspections. Owner and its respective agents and representatives, including Owner's Design-Build Consultant, shall have the right to inspect and test the Work at the Site or where the same is being prepared, manufactured, fabricated or assembled (including but not limited to any item of equipment and materials, design, engineering, or other service or the workmanship associated therewith). Design-Builder shall, at the request of Owner, arrange for any such inspection and testing at reasonable times and upon reasonable advance notice. Owner's inspection and testing may include, to the extent Owner deems it appropriate, testing of such Work. Owner shall inform Design-Builder promptly of any defects or deficiencies in the Work it discovers in any inspection or test of the Work. Any inspection or test by Owner, Owner's Design-Build Consultant or any of their representatives of any part of the Work, or any failure to inspect or test, shall in no way: (a) affect Design-Builder's obligations to perform the Work in accordance with the Contract Documents; (b) constitute or imply acceptance; (c) relieve Design-Builder of responsibility for risk of loss or damage to the Work; or (d) impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled. All such inspections and tests shall be conducted in a manner that does not unreasonably interfere with the normal performance and progress of the Work. Notwithstanding anything to the contrary in the Contract Documents, Owner shall have the right to take photographs of the Work and Site at any time.

12.2 Access to and Dismantling of Work. Design-Builder shall cooperate fully with Owner at any reasonable time that Owner shall determine that inspection of the Work is necessary or

appropriate. Such cooperation shall include furnishing Owner with access to the Work whenever and wherever Work is in progress, even to the extent of dismantling finished Work where necessary to permit such inspection. If such dismantling and subsequent inspection reveals defects or deficiencies, such Work and all associated Work shall be corrected at the expense of Design-Builder. If such dismantling and subsequent inspection reveals no defects or deficiencies, such Work shall be restored at the expense of Owner.

12.3 Correction of Work. Design-Builder promptly shall correct any defects or deficiencies in any part of the Work, regardless of the stage of its completion or the time or place of discovery of such errors. If Design-Builder fails to take corrective actions, Owner may replace, correct, or remove the non-conforming work and charge the cost thereof to Design-Builder. At Design-Builder's discretion, correction of such work shall be either at its expense or, if sufficient funds are available to cover the costs, charged against the Design-Builder's Contingency.

12.4 Work Affected By Corrective Work. Design-Builder shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Design-Builder's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.5 Owner Acceptance of Non-Conforming Work. If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum shall be reduced as appropriate and equitable.

12.6 Removal From Site. Design-Builder shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Design-Builder nor accepted by Owner.

12.7 Observance of Tests. Owner shall have the right to observe all tests of the Work and the Project performed by Design-Builder pursuant to the Contract Documents.

ARTICLE 13
WARRANTIES: CORRECTION OF DEFECTS OR DEFICIENCIES
AFTER SUBSTANTIAL COMPLETION

13.1 Design-Builder's Warranty. Design-Builder warrants that: (a) the equipment and materials will be new, free of defects or deficiencies in materials and workmanship, and fit and sufficient for their intended purpose as set forth in the Contract Documents; (b) the Work will be performed in accordance with the standards and requirements specified in the Contract Documents; and (c) the Project shall be designed and constructed to meet the requirements of the Contract Documents and to produce a fully functional facility that is capable of achieving all performance objectives of the Contract Documents and of operating free of defects in its major components.

13.2 Warranty Period. For Phase 1A, the warranty period shall be for the longer period of: one (1) year from the date of Substantial Completion of the Phase 1A Work, or the duration of any special extended warranty offered by a supplier or common to the trade. For Phase 1B, the warranty period shall be for the longer period of: one (1) year from the date of Substantial

Completion of the Phase 1B Work, or the duration of any special extended warranty offered by a supplier or common to the trade.

13.3 Additional Warranty Obligations. With respect to all warranties for Work, Design-Builder shall:

- (1) Obtain all warranties that would be given in normal commercial practice and any specific warranties as set forth in the Contract Documents;
- (2) Require all warranties to be executed, in writing, for the benefit of Owner;
- (3) Enforce all warranties for the benefit of Owner, if directed by Owner; and
- (4) Be responsible to enforce any Subcontractor warranties.

13.4 Correction of Defects or Deficiencies.

13.4.1 Obligation to Correct. Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including those subject to the warranties identified in Sections 13.1 and 13.3 above, within the warranty period stated in Section 13.2.

13.4.2 Notice. Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take necessary steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day periods identified herein shall be inapplicable.

13.5 No Limitation on Other Obligations. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Design-Builder might have according to the Contract Documents. Establishment of the warranty period in Section 13.2 relates only to Design-Builder's specific obligation to correct the Work, and has no relationship to the time within which Owner may enforce Design-Builder's obligation to comply with the Contract Documents, including the time within which such enforcement proceedings may be commenced.

13.6 Warranty Survey. Owner shall schedule warranty surveys to take place nine (9) months after Substantial Completion of Phase 1A and Substantial Completion of Phase 1B. Design-Builder will be given an opportunity to attend each warranty survey at its own expense. In accordance with Section 13.3, Owner will provide Design-Builder notice of all defects and deficiencies discovered during the warranty survey.

ARTICLE 14
TITLE AND OWNERSHIP OF WORK PRODUCT

14.1 Clear Title. Design-Builder warrants and guarantees that legal title to and ownership of the Work shall be free and clear of any and all liens, claims, security interests, or other encumbrances when title thereto passes to Owner. With respect to all computer programs used in connection with the operation and maintenance of the Project, Design-Builder warrants legal title to, or a legal license to use, such programs when title thereto passes to Owner. Title to all Work, equipment and materials, tools, supplies provided by Design-Builder as part of the Work will pass to Owner as and to the extent: (a) payment therefor is made by Owner in accordance with this Agreement; (b) they are incorporated into the Project; or (c) upon termination of this Agreement for an Event of Design-Builder Default pursuant to Article 15, whichever is earlier. Design-Builder shall deliver to Owner such assignments, bills of sale, or other documents as reasonably requested by Owner to evidence such transfer of title.

14.2 Design Work Product.

14.2.1 Ownership of Design Work Product. Unless otherwise provided, all Design Work Product ("Materials") produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Owner. Owner shall be considered the author of such Materials. In the event the Materials are not considered "works for hire," under the U.S. Copyright Laws, Design-Builder hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to Owner effective from the moment of creation of such Materials. Materials means all items in any format and includes Construction Documents, specifications, electronic data, CAD files, drawings, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under this Agreement, but that incorporate preexisting materials not produced under this Agreement, Design-Builder hereby grants to Owner a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. Design-Builder warrants and represents that Design-Builder has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to Owner. Design-Builder shall exert all reasonable effort to advise Owner, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. Owner shall receive prompt written notice of each notice or claim of infringement received by the Design-Builder with respect to any data delivered under this Agreement. Owner shall have the right to modify or remove any restrictive markings placed upon the data by the Design-Builder.

14.2.2 Reuse of Design Work Product. The Design Work Product is not intended or represented to be suitable for reuse by Owner or others on expansions of the Project or on any other project. Any reuse without prior written verification or adaptation by Design-Builder or applicable Subcontractors for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Design-Builder.

ARTICLE 15
DEFAULT OF DESIGN-BUILDER

15.1 Events of Default by Design-Builder. Design-Builder shall be in default hereunder upon the occurrence of any one of the following events, which shall be events of default (each an “Event of Design-Builder Default”) if not cured by Design-Builder following delivery to Design-Builder of a notice of such event from Owner:

15.1.1 Failure to Prosecute Work. Design-Builder fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion or Final Completion within the Substantial Completion Date(s);

15.1.2 Failure to Correct Work. Following Substantial Completion Design-Builder fails to replace or correct Work not in conformance with the Contract Documents;

15.1.3 Failure to Provide Adequate Labor and Materials. Design-Builder fails to supply skilled workers or proper equipment and materials

15.1.4 Failure to Pay. Design-Builder repeatedly fails to make prompt payment due to Subcontractors or any other entity or person who provides services or performs any aspect of the Work;

15.1.5 Failure to Comply with Laws. Design-Builder materially fails to comply with Governmental Rules or Governmental Approvals;

15.1.6 Material Breach. Design-Builder is in material breach of any provision of the Contract Documents.

15.2 Owner’s Remedies Against Design-Builder. In issuing notice pursuant to Section 15.1, Owner, at its option, shall require the Design-Builder to either promptly correct the Event of Design-Builder Default noted or provide Owner with a corrective action plan, within the time period specified in the notice, as to how such Event of Design-Builder Default will be cured in a timely fashion. The provisions of Article 11 notwithstanding, if after receipt of the proposed cure the Owner has a reasonable basis for concluding that the Design-Builder has (a) failed or is unwilling to cure the Event of Design-Builder Default, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, Owner shall have the right immediately to terminate this Agreement, in addition to any rights and remedies that may be available at law or in equity or as provided herein. If it is subsequently determined that Owner was not entitled to terminate this Agreement for Design-Builder default, this Agreement shall be deemed terminated under Article 16.

15.3 Additional Owner’s Rights Upon Design-Builder Default. If Owner elects to terminate this Agreement pursuant to Section 15.2, Design-Builder shall provide Owner with the right to continue to use any and all Work, including but not limited to any Work developed by Design Consultants, Owner deems necessary. Furthermore, Owner shall have the right to take possession of, and Design-Builder shall make available to, Owner all equipment and materials, construction equipment and other components of the Work, whether located at the Site or elsewhere, on the date of such termination for the purpose of completing the Work, and Owner

may employ any other person or entity (sometimes hereinafter referred to as “Replacement Design-Builder”) to finish the Work in accordance with the terms of this Agreement by whatever method Owner may deem expedient. Owner shall make such expenditures as in Owner’s sole judgment will best accomplish the timely completion of the Project, provided Owner shall not be required or expected to mitigate any such costs by terminating, repudiating or renegotiating any agreement entered into between Design-Builder and any Subcontractor, including those agreements with Design Consultants.

15.4 General Obligations. If Owner elects to terminate this Agreement pursuant to Section 15.2, Design-Builder shall, at Owner’s request and at Design-Builder’s expense, perform the following services relative to the Work so affected:

15.4.1 Inventory Equipment. Etc. Assist Owner in preparing an inventory of all equipment and other components of the Work in use or in storage at the Site and elsewhere;

15.4.2 Assign Subcontracts. Etc. Assign to Owner or to any Replacement Design-Builder designated by Owner, without any right to compensation not otherwise provided for herein, title to all Work not already owned by Owner, together with all subcontracts and other contractual agreements (including warranties) and rights thereunder as may be designated by Owner, all of which subcontracts and contractual agreements shall be so assignable, and assign to Owner to the extent assignable all issued permits, licenses, authorizations and approvals then held by Design-Builder pertaining to the Work which have been procured in connection with performance of the Work, including but not limited to those associated with Design Consultants;

15.4.3 Deliver Design Work Product. Deliver to Owner all Design Work Product as may be requested by Owner for the completion and/or operation of the Project; and

15.5 Payment Obligations.

15.5.1 Owner’s Right to Termination and Completion Expenses. If Owner terminates this Agreement, then as soon as practicable after Final Completion of the Project Owner shall determine the total reasonable and necessary expense incurred and accrued in connection with such termination (including all legal fees and expenses) and the completion of the Work including, without limitation, all amounts charged by any Replacement Design-Builder to finish the Work based on the obligations such Replacement Design-Builder assumes under this Agreement and under any of Design-Builder’s subcontract(s) or other contractual agreement(s) that Design-Builder has assigned to Owner or to such Replacement Design-Builder pursuant to Section 15.4.2 and additional reasonable and necessary overhead incurred and accrued by Owner to effect such takeover and to complete the Work.

15.5.2. Contract Sum Balance. Design-Builder shall be entitled to receive the balance due of the Contract Sum minus the sum of: (a) Owner’s expenses incurred in connection with the termination of this Agreement and the completion of the Work as determined in accordance with Section 15.5.1, and (b) all Liquidated Damages owed by Design-Builder. If the sum of such Liquidated Damages and the total expense so incurred by Owner in completing the Work exceeds the balance of the Contract Sum unpaid at the time of Design-Builder’s default, then Design-Builder shall be liable for and shall pay to Owner the amount of such excess within twenty (20) business days following receipt of Owner’s

demand for such payment. Design-Builder obligations for payment shall survive termination.

15.6 No Relief of Responsibility. Termination of the Work in accordance with this Article 15 shall not relieve Design-Builder or its surety of any responsibilities for Work performed.

ARTICLE 16 **TERMINATION FOR CONVENIENCE**

16.1 Owner's Right to Terminate Agreement for Convenience. Owner has the right, upon written notice, to terminate this Agreement for its convenience if Owner determines that such termination is in Owner's best interests.

16.2 Design-Builder's Responsibility Upon Termination for Convenience. Unless Owner directs otherwise, after receipt of a written notice of termination for convenience, Design-Builder promptly shall:

- (1) Stop performing Work on the date and as specified in the notice of termination;
- (2) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
- (3) Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
- (4) Assign to Owner all of the right, title, and interest of Design-Builder in all orders and subcontracts;
- (5) Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Site, and any other property related to this Project in the possession or control of Design-Builder (or Design-Builder's agents) in which Owner has an interest; and
- (6) Continue performance only to the extent not terminated.

16.3 Adjustment for Termination for Convenience. If Owner terminates the Work for convenience, Design-Builder shall be entitled to be paid for all Work properly performed by Design-Builder prior to the effective date of the termination for convenience, plus the reasonable administrative and wind-down expenses associated with such termination. The preceding amount shall be reduced by amounts previously paid by Owner to Design-Builder and any amounts which Owner has the right to offset or withhold by the terms of the Contract Documents. Notwithstanding the above, in no event shall Design-Builder ever be entitled to recover: (a) profit or Overhead in connection with work not actually performed or future work; (b) amounts that would result in the Design-Builder receiving payments that it would not have been entitled to receive under the Contract Documents if the Design-Builder was not terminated for convenience; or (c) amounts that would cause the total payments received by the Design-Builder to exceed the Contract Sum.

ARTICLE 17
SUSPENSION OF WORK

17.1 Owner's Suspension of Work for Convenience. Owner may, for its convenience and for any reason, suspend the Work in whole or in part at any time by written notice to Design-Builder, stating the nature, effective date and anticipated duration of such suspension, whereupon Design-Builder shall suspend the Work to the extent specified and shall place no further orders or subcontracts relating thereto. During the period of any such suspension, Design-Builder shall protect and care for all Work, equipment and materials at the Site or at the storage areas under its responsibility. If Design-Builder claims that the suspension has affected either the Contract Sum or Contract Time Design-Builder shall be entitled to submit a Contractor Initiated Notice in accordance with Article 8. Design-Builder shall use its best efforts to minimize the costs and expenses associated with a suspension of the Work.

17.2 Owner's Suspension of Work for Cause. If Design-Builder fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Design-Builder, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken. Design-Builder shall not be entitled to an adjustment in the Contract Sum or Contract Time for any increased cost or time of performance attributable to Design-Builder's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

ARTICLE 18
INSURANCE

18.1 Insurance Carried by Design-Builder

Design-Builder shall comply with all insurance requirements stated in _____.

ARTICLE 19
INDEMNIFICATION

19.1 Patent and Copyright Infringement

19.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

19.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If

Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

19.1.3 Sections 19.1.1 and 19.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 19.1.1 above.

19.1.4 The obligations set forth in this Section 19.1 shall constitute the sole agreement between the Parties relating to liability for infringement or violation of any patent or copyright.

19.2 Payment Claim Indemnification

19.2.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, defend and hold harmless Owner from any claims or payment bond liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within seven (7) Days of receiving written notice from Owner that such a claim or lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorney fees.

19.3 Design-Builder's General Indemnification

19.3.1 The Design-Builder shall protect, defend, indemnify, and hold harmless the Owner, its 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 Design-Builder's, its officers, employees, agents, partners, respective members, parent corporations, subsidiaries or affiliates, and/or Subcontractors of all tiers, acts or omissions, performance or failure to perform its obligations under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.

19.3.2 The Design-Builder's obligations under this Section 19.3 shall include, but not be limited to, the duty to indemnify and defend the Owner from any claim, demand, and/or cause of action brought by or on behalf of any of Design-Builder's employees, agents, representatives, or Subcontractors. The foregoing duty is specifically and expressly intended to constitute a waiver of the Design-Builder's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Owner with a full and complete indemnity and defense of claims made by the Design-Builder's employees and representatives. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

19.3.3 The Owner may, in its sole discretion and after notice to the Design-Builder, (1) withhold amounts sufficient to pay the amount of any claim for injury or damage, and/or (2) pay any claim for injury or damage of which the Owner may have knowledge, arising out of the performance of this Contract.

19.3.4 Any amount withheld will be held until the Design-Builder 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 Design-Builder shall reimburse and otherwise be liable for costs incurred by the Owner, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.

19.3.5 In the event the Owner incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the Design-Builder.

19.3.6 The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

19.3.7 Nothing in this section shall affect and/or alter the application of any other provision contained within this Contract. The Owner's rights and remedies in this Contract are in addition to any other rights and remedies provided by law.

ARTICLE 20

NON-DISCLOSURE OF CONFIDENTIAL DOCUMENTS: PUBLIC RECORDS ACT

20.1 Distribution of Records. Design-Builder shall keep records of the distribution of documents, including those to all Subcontractors.

20.1.1 Disposal Methods. Design-Builder shall stipulate the method of disposal (shredding, burning, etc.) that is required to destroy the retired documents.

20.1.2 Backcharges. Instances of improper distribution of documents which create Owner expenses to control and secure the Contract Documents will be charged to Design-Builder.

20.1.3 Security of Documents. All parties having access to Contract Documents shall maintain reasonable security control over the premises in which they reside.

20.2 Public Records Act.

20.2.1 Public Records. All proceedings, records, contracts, and other public records relating to this Design-Build Contract shall be open to the inspection of any interested person, firm, or corporation in accordance with the chapter 42.56 RCW, the Public Records Act, and RCW 39.10.470, except as provided in subsection (2) below.

20.2.2 Confidential Records. The term "confidential record" includes trade secrets, as defined in RCW 19.108.010, or other proprietary information submitted by the Design-Builder in connection with an alternative public works transaction authorized by RCW 39.10. Such confidential records shall not be subject to chapter 42.56 RCW if the Design-Builder specifically states in writing the reasons why protection is necessary, and

identifies the data or materials to be protected. RCW 39.10.470(2).

If Owner receives any public records request for identified confidential records, Owner will notify the Design-Builder of the request and of the date that Owner will disclose such confidential records, which shall not be less than ten (10) Days from the date of such notice unless the Design-Builder obtains a court order directing Owner to withhold such confidential records pursuant to RCW 42.56.540.

ARTICLE 21
INDEPENDENT CONTRACTOR

21.1 Independent Contractor. Design-Builder is an independent contractor and nothing contained herein shall be construed as constituting any other relationship with Owner. Neither Design-Builder nor any of its employees shall be deemed to be employees of Owner.

21.2 Design-Builder's Responsibilities for Its Employees. Subject to the provisions of the Contract Documents, Design-Builder shall have sole authority and responsibility to employ, discharge and otherwise control its employees.

21.3 Responsibilities of Design-Builder as Principal for Its Subcontractors. Design-Builder has complete and sole responsibility as a principal for its agents, Subcontractors and all other hires to perform or assist in performing the Work.

ARTICLE 22
[Not used]

ARTICLE 23
PREVAILING WAGES

23.1 Prevailing Wages. Design-Builder shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW Ch. 39.12 and the Governmental Rules of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is Design-Builder's responsibility to verify the applicable prevailing wage rate at the time of its Proposal.

23.1.1 Wage Rates. Before commencing the Work, Design-Builder shall file a statement under oath with Owner and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Design-Builder and all Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.

23.1.2 Disputes. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all Parties involved in the dispute as provided for by RCW 39.12.060.

23.1.3 Applications for Payment. Each Application for Payment submitted by Design-Builder shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent to pay prevailing wages, as approved.

23.1.4 Fees. Design-Builder shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

23.1.5 Intent to Pay Prevailing Wages. Copies of approved intents to pay prevailing wages for Design-Builder and all Subcontractors shall be submitted with Design-Builder's first Application for Payment. As additional Subcontractors perform Work on the Project, their approved intent forms shall be submitted with Design-Builder's next Application for Payment. Copies of the approved intent statement(s) shall also be posted on the Site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

23.1.6 Certified Payroll Copies. Design-Builder and all Subcontractors shall promptly submit to Owner certified payroll copies if requested by Owner.

23.2 Violation. Any violation by Design-Builder of the mandatory requirements of this Article 23 shall be a material breach of this Agreement

ARTICLE 24
NOTICES AND COMMUNICATIONS

24.1 Notices. Any formal notice pursuant to the terms and conditions of the Contract Documents shall be in writing and either: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service with delivery receipt required; or (d) when permitted, entered into Owner’s Unifier project tracking system using protocols and processes established in Division One:

If to Design-Builder:

Phone: _____
Email: _____
Attention:

With a copy to:

If to Owner:

Phone: _____
Email: _____
Attention:

With a copy to:

Either Party may change its address or the Party to notify by a notice delivered in accordance with this Section.

24.2 Effectiveness of Notices. Notices shall be effective when received by the Party to whom it is addressed.

ARTICLE 25
PROJECT PLANNING AND CONTROL

25.1 Project Schedule. Design-Builder shall prepare and submit a schedule for the execution of the Work for Owner’s review and response (“Project Schedule”) and such other schedules as may be required by the Contract Documents. The Project Schedule shall show the sequence in which the Design-Builder proposes to perform the Work, indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information, comments and approvals are required to enable Design-Builder to achieve the Contract Time(s), indicate the Critical Path, indicate Substantial Completion within the Substantial Completion Date(s) and indicate a date for Final Completion. The Design-Builder shall update the Project Schedule monthly with each Application for Payment to show actual progress of the Work, an accounting of the Contingency, and extensions in Contract Time, if any, approved by the Owner. The Project Schedule, and updates thereto, shall also meet all requirements and be prepared in such format as may be set forth in more particularity in Division One.

25.2. Schedule to Represent Expectation of Performance. The Project Schedule shall be realistic, comprehensive, achievable, and accurately represent Design-Builder’s true expectation of performance, and Design-Builder must be able to demonstrate same in the event of disputes regarding delay, early completion or late completion or other schedule issues.

25.3 Owner Review of Project Schedule. Review and comment by the Owner of the Project Schedule, or updates thereto, shall not relieve the Design-Builder: (a) of its complete and

exclusive control over the means, methods, sequences and techniques for executing the Work within the Contract Time; or (b) from its sole responsibility for the accuracy of the Project Schedule, and its compliance with all Contract requirements.

25.4 Owner's Separate Contractors. Design-Builder shall include the activities of Owner's Separate Contractors into the Project Schedule. Design-Builder shall cooperate with Owner's Separate Contractors and coordinate its activities with those of such contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

ARTICLE 26 **VALUE ENGINEERING**

26.1 Required Information. If Design-Builder is interested in developing and submitting a Value Engineering Change Proposal (VECP), it shall, at its own expense, provide the following information to Owner with each VECP:

- (1) A statement that the submission is a VECP, and a narrative description of the proposed change;
- (2) A description of the existing requirements under the Contract Documents that are involved in the proposed change;
- (3) A discussion of the differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;
- (4) An itemization of the requirements of the Contract Documents (with reference to specific sections) that must be changed if the VECP is approved;
- (5) The justification for changes in function or characteristics of each item, and the effect of the change on the performance of the end item, as well as on the meeting of requirements contained in the Contract Documents;
- (6) The date by which a Change Order adopting the VECP must be issued in order to obtain the maximum cost reduction, noting any effect on the Project Schedule or in the Contract Time;
- (7) A complete cost analysis including: (a) a cost estimate for the existing requirements under the Contract Documents compared to Design-Builder's cost estimate of the proposed changes; and (b) an estimate of any additional costs that will be incurred by Owner;
- (8) Costs of development and implementation of the VECP by Design-Builder; and
- (9) Any additional information requested by Owner.

26.2 Owner's Action on a VECP

26.2.1 Owner's Processing of VECP. Upon receipt of a VECP, Owner will process it expeditiously. However, if Owner determines that a VECP requires excessive time or costs for review, evaluation or investigations, or the VECP is not consistent with Owner's design policies and basic design criteria, then Owner shall have the right to reject the VECP without any review. Design-Builder may withdraw all or part of any VECP at any time prior to any action by Owner. Owner shall bear its own costs in connection with the review and processing of a VECP.

26.2.2 Owner's Approval or Rejection of a VECP. Owner may approve in whole or in part, by Change Order, any VECP submitted. Until a Change Order is executed on a VECP, Design-Builder shall remain obligated to perform in accordance with the Contract Documents. The decision of Owner as to the rejection or approval of any VECP shall be at the sole discretion of Owner, shall be final, and shall not be subject to any further dispute resolution or appeal.

26.2.3 Liability. Owner shall not be liable for any delay in acting upon any proposal submitted pursuant to this Article 26. Design-Builder shall have no claim against Owner for any additional costs or delays resulting from the rejection of a VECP. If a VECP is approved, Design-Builder bears full responsibility for all aspects of the VECP, including the ability of the changed design to meet all requirements of the Contract Documents (as may be modified by the VECP).

ARTICLE 27 **MISCELLANEOUS**

27.1 Severability. If any provision of this Agreement or the Contract Documents is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Agreement or the Contract Documents, and to this end the provisions of this Agreement and the Contract Documents are declared to be severable. If such invalidity becomes known or apparent to the Parties, the Parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Agreement of the Contract Documents.

27.2 Governing Law, Jurisdiction, & Venue. The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws rules. The Parties agree that in any action or dispute resolution process arising out of the terms, enforcement, or breach of this Agreement jurisdiction and venue shall lie in King County Superior Court.

27.3 Waiver. Failure of either Party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other Party in the event of breach, shall not release the other Party of any of its obligations under this Agreement, nor shall any purported oral modification or rescission of this

Agreement by either Party operate as a waiver of any of the terms hereof. No waiver by either Party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

27.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Neither party shall assign the Work without written consent of the other, except that Design-Builder may assign the Work for security purposes, to a bank or lending institution authorized to do business in the State of Washington. If either party attempts to make such an assignment without such consent, that Party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

27.5 Not Used.

27.6 Third-Party Beneficiaries. The provisions of this Agreement are intended for the sole benefit of Owner and Design-Builder, and there are no third-party beneficiaries other than assignees contemplated by the terms herein.

27.7 Not Used.

27.8 Time Computations. When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday in the State of Washington, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

27.9 Not Used.

27.10 Antitrust Assignment. Owner and Design-Builder recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Design-Builder hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Design-Builder shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Design-Builder.

27.11 Time Is of the Essence. Time is of the essence for each and every provision of this Agreement.

27.12 No Agency. The Parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.

27.13 Survival. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Agreement shall survive and remain in effect following the expiration or termination of this Agreement, provided, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

27.14 Integrated Agreement: Modification. This Agreement in combination with the other Contract Documents constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. All appendices, annexes, and exhibits referred to herein are deemed to be incorporated in this Agreement in their entirety. There are no representations or understandings of any kind not set forth herein. This Agreement and the other Contract Documents may not be modified except in writing and signed by the Parties.

27.15 Interpretation. Each Party acknowledges that it and its legal counsel have reviewed this Agreement. The Parties agree that the terms and conditions of this Agreement shall not be construed against any party on the basis of such party's drafting, in whole or in part, of such terms and conditions.

27.16 Further Assurances. In addition to the actions specifically mentioned in this Agreement, the Parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement.

27.17 Headings. The headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.

27.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

Executed and effective as of the date first above written.

By: _____
Name

Title

By: _____
Name

Title

**List
of
Exhibits**

**CHILDREN AND FAMILY JUSTICE CENTER
Request for Best and Final Offer**

Contract C00863C13

Addendum 14



King County

**CHILDREN AND FAMILY JUSTICE CENTER
CONTRACT NUMBER C00863C13**

Addendum Number 14

Finalists are hereby notified that the solicitation documents of said Contract have been amended as hereinafter set forth:

Ref.	Page or Drawing	Location and Description of Change
		PART C – FACILITY PROGRAM
14.1	4-19	Chapter 4, Building and Site Organization, DELETE Figure 4-6, and REPLACE with: Revised Figure 4-6. See attached.
		Part H - Division 1 General Requirements
14.2		Section 01 11 20, DELETE paragraph 1.2.6.3, and REPLACE with: "1.2.6.3 Contractor shall refer to Section 01 33 00 for the processing time for the County to review submittals and potential re-submittals. All schedules developed by the Contractor shall reflect the required time for all County reviews."
		QUESTIONS AND RESPONSES King County provides the following questions and responses as clarifications of the referenced Request For Proposal and Request for Best and Final Offer provisions.
14.3		Q: The City code (SMC 23.54.030.2.D) requires a minimum of 22 ft. width for a drive lane coming off of Spruce St. to the garage. Currently, 20 ft. is now being provided in the RFP. Can we reduce the adjacent parcel to the east to provide Code required width? R: See revised Figure 4-6.
14.4		Q: The parcel size dimension along 12 th Ave from Spruce St north is stated to be 207 ft. along the western edge. Is it correct that this dimension starts at the SW corner of the property at the intersecting north-south and east-west property lines? R: Yes.

Attached To This Addendum:

- Revised Figure 4-6

This Addendum shall be attached to and form a part of the Contract Documents. All Finalists are reminded to acknowledge this Addendum on Form C of the Request for BAFO.

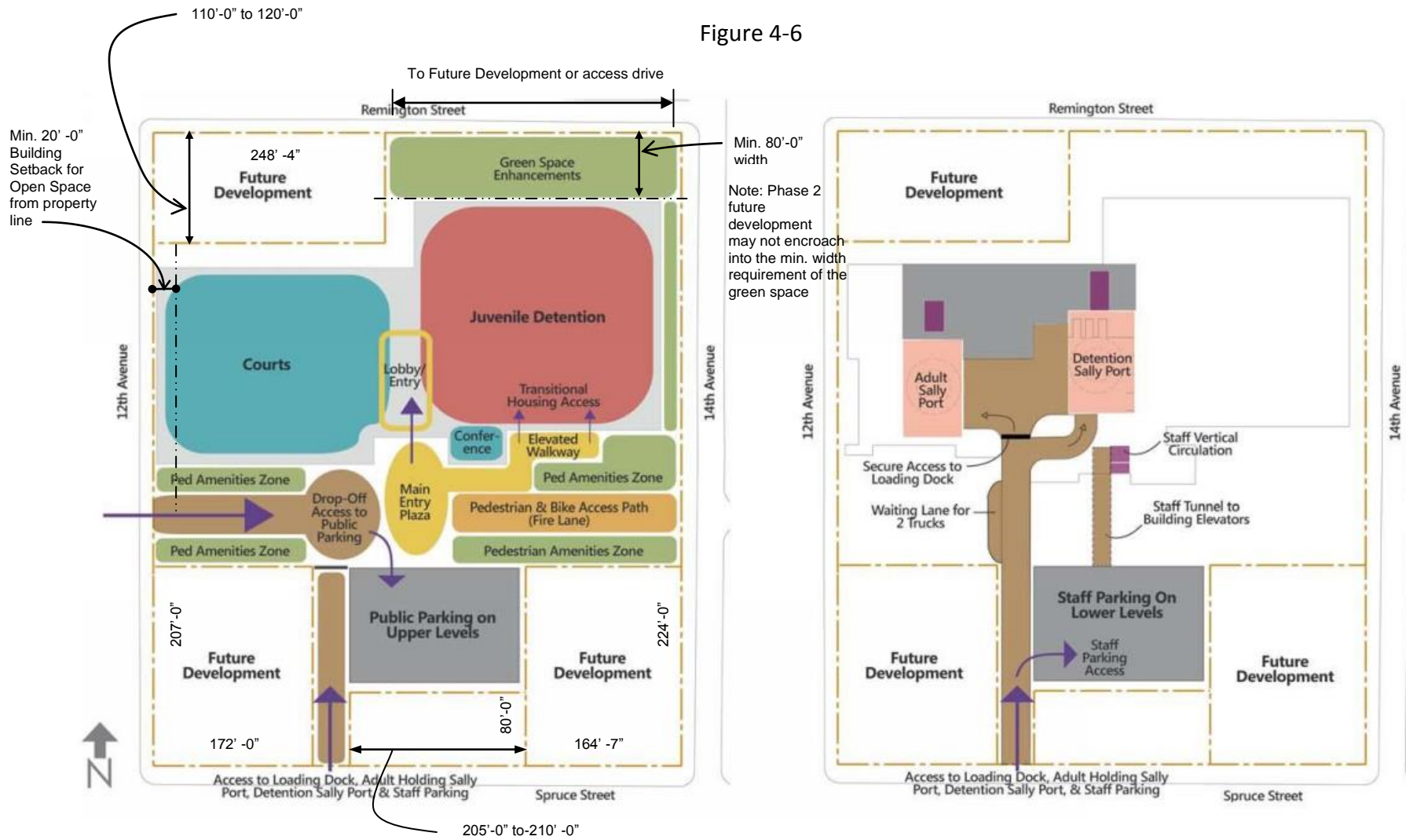
Date: September 8, 2014

Darren R. Chernick

Darren R. Chernick
Contract Specialist



Figure 4-6



Note The minimum overall dimensions of "Future Development" parcels are indicated as shown above.