



Legislation Text

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

STATEMENT OF FACTS:

1. Ordinance 17707, Section 13, which amended the 2013 Annual Budget Ordinance, Ordinance 17476, Section 63, as amended, contains an expenditure restriction on capital improvement program project 1117106, stating, "\$192,964,732 shall be expended or encumbered only after the council approves a development contract for the project by ordinance."
2. In August 2012, King County voters approved a nine-year property tax levy lid lift of seven cents per \$1,000 of assessed value, which will raise approximately \$210 million to replace the Youth Services Courthouse and Detention facility.
3. The Children and Family Justice Center project is a multibuilding project that includes construction of a new courthouse, replacement of the detention facility and an expanded parking structure. Two phases are envisioned for the project: Phase 1, which was approved by King County voters and considered the base scope of work, and Phase 2, which is future expansion of the court facility.
4. Located at 12th Avenue and Alder Street on Seattle's First Hill, the center will be constructed in phases adjacent to the existing facilities. Following relocation to new buildings the existing facilities will be demolished.

5. In addition to benefits from services delivered in the completed Children and Family Justice Center, the long-term goals for the ten-acre site include:
 - a. Anchoring economic revitalization sought by neighborhood leaders;
 - b. Potentially surplussing portions of the property for private development, consistent with zoning and neighborhood goals;
 - c. Exploring added housing on the property;
 - d. Expanding and enhancing open public spaces;
 - e. Reconnecting Alder Street between 12th and 14th Avenues;
 - f. Improving access through and around the campus; and
 - g. Supporting additional public transportation options.
6. The structure of the levy lid-lift and the highly specialized design and construction required to complete the Children and Family Justice Center makes the design-build project delivery system the most conducive approach to achieving a successful outcome.
7. Specialized elements in the project include sophisticated security and access control systems, audio-visual systems and detention control systems. These and other coordination-intensive systems benefit greatly by integrating architectural, electrical and low-voltage coordination taking place early in the design process under the single point of responsibility available in a design-build project delivery approach.
8. The Washington state Capital Projects Advisory Review Board in July 26, 2013, under the terms of RCW 39.10.350, authorized King County to utilize the design-build alternative contracting procedure for the project.
9. Under the authority of RCW 39.10.350, the county conducted a procurement process, which included a request for qualifications from prospective design-build teams and a request for proposals from three qualified teams. Balfour Beatty Construction, LLC dba Howard S. Wright

was determined to be the top ranked finalist. Upon successfully concluding negotiations, the executive seeks to enter into a design-build contract with Balfour Beatty Construction, LLC dba Howard S. Wright.

10. The contract includes four alternates that could amend the base scope of the project:

Alternate 1, Full Expansion to Phase 1 Areas (12,000 sf); Alternate 2, Expansion of Detention Area (4,000 sf); Alternate 3, Shell and Core of two additional floors for Family Law Court Program (70,000 sf); and Alternate 4, Seattle School District's Alder Academy (5,500 sf).

Alternate 4 for the Alder Academy would be funded by a separate appropriation and require a binding agreement with the School District for full cost recovery. Balfour Beatty Construction, LLC dba Howard S. Wright has stated that the price for design and construction of the alternates is: Alternate 1, \$100; Alternate 2, \$100; Alternate 3, \$5,700,000; and Alternate 4, \$2,000,000.

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

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

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Findings:

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

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

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

D. In accordance with the terms of the BAFO response, Balfour Beatty Construction, LLC dba Howard S. Wright agreed that it would be bound by the terms of its BAFO response until February 13, 2015. Balfour Beatty further agreed that it would submit a fully executed contract and other enumerated contract documents within ten days of it receiving the county's notice of intent to award.

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

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

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

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

I. It is necessary that this ordinance go into effect immediately in order to authorize the executive to

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

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

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

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

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

SECTION 6. Before authorizing the design-build contractor to proceed with construction and no later than June 15, 2015, the executive shall file a report in the form of a paper original and an electronic copy with

the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the budget and fiscal management committee or its successor on alternatives for heating and cooling the Children and Family Justice Center, as required by Ordinance 17304, Section 8.

SECTION 7. The executive shall submit quarterly reports on the design-builder's progress toward achieving the required apprenticeship hiring percentages for all identified target populations and the design-builder's goal of twenty percent small contractors and suppliers utilization specified in the design-build contract. The reports shall include documentation of how the contractor has utilized its "best efforts" to meet the established apprenticeship hiring percentage requirements for all identified target populations, including efforts during the pre-construction period to identify and engage apprentices to meet percentage requirements for the construction period. Following the start of construction, the reports shall address, specific to this project, the elements described in K.C.C. 2.97.090 for small contractors and suppliers, and as described for apprenticeships in K.C.C. 12.16.160 and 12.16.175. The executive must file the reports in the form of a paper original and an electronic copy with the clerk of the council, who shall forward retain the original and provide an electronic copy to all councilmembers, the council chief of staff, the policy staff director and the lead staff for the budget and fiscal management committee, or its successor. The first report must be filed before the issuance of the notice to proceed for construction, with additional reports to be filed by the seventy-fifth day of the following quarters, until construction is completed.

SECTION 8. No later than thirty days after the expiration of the Design Verification Period as defined at Section 3.3.5 of the Design-Build Agreement found in Volume 1 of Attachment A to this ordinance, the executive shall file a report in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the budget and fiscal management committee or its successor on the results of the Design Verification Period, as defined at Section 3.3.5 of the Design-Build Agreement found in Volume 1 of

Attachment A to this ordinance. The report shall identify Scope Issues claimed by the design-build contractor, the status of any Contractor Initiated Notice resulting from a Scope Issue, the results of the meeting specified in Section 3.3.1.2 of the Agreement, any changes to the Design-Build Agreement resulting from or occurring during the Design Verification Period.

SECTION 9. The council finds as a fact and declares that an emergency exists and that this ordinance is necessary for the immediate preservation of public peace, health or safety or for the support of county government and its existing public institutions.