

City of Burien, Washington

City Hall Contract Routing Sheet

Name of Contracting Party: Lockridge Grindal Nauen PLLP (and City of SeaTac)

Project Name/Description: Amendment No. 1 to SeaTac Airport Sustainable Airport
Master Plan (SAMP) Review to add Burien as Fiscal Agent.

Contract Amount: \$ \$175,000 (Burien pays Lockridge; bills other cities for their share)

Type of Contract: (Includes Agreements, Grants, Interlocals, Leases, MOUs, etc.)

☐ Architectural/Engineering ☐ From MSRC Engineering Roster ☐ RFQ Process Done ☒ Consulting/Services (Non-Engineering) ☐ Human Svcs/Arts&Culture	☐ Construction/Public Works ☐ Informal Bidding Process Done-3 bids (less than \$35,000) ☐ From MRSC Small Works Roster (\$35,000 to \$300,000) ☐ Competitive/Advertised Bidding Done (Over \$300,000) ☐ Other: <u>Sole Source - Emergency</u>	☐ Grant ☐ Lease ☐ Other: _____ ☐ Contract Amendment to Contract No. _____
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Is this contract authorized in the current year's budget? ☐ Yes ☐ No

If budgeted, list Fund/Dept.: General Fund - City Manager - Prof. Services

Page # in Budget: _____ Budget line item amount: \$76,500 for Burien's share

BARS Account Number: 00251310 410000 (Approved by Council on 2/5/18)

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Review: Chris W. [Signature] Date: 10/17/18

- ☐ Draft contract, get contract file checklist items
- ☐ Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- ☐ Obtain Dept. Director Approval _____ Date: _____

Legal Dept. Directions/Review: LT for CS Date: 10-17-18

- ☒ Review insurance
- ☐ Review of City Attorney (non-routine contracts)

Finance Dept. Directions/Review: Lou Fleming Date: 10-17-18 EGG 10/17/18

- ☒ Review contract budget/administrative review.

City Manager Review if over \$5,000: Brian J. Wilson Date: 10/17/2018

- ☐ Return Contract Package to Finance Dept.

Contract Manager Directions:

- ☐ Obtain signatures on contract.
- ☐ Provide fully signed copy of contract to other party.
- ☐ Make copy of contract for own files, if desired.
- ☐ Return original Contract Package to Finance Dept.

Finance Dept. Directions:

- ☐ Assign contract number.
- ☐ Provide contract number to Contract Manager.
- ☐ If Interlocal Agreement, CRS copy to CM Dept. Asst.
- ☒ Provide Contract Package to Scanner.

Contract File Checklist:

- ☒ W-9 Taxpayer ID Form
- ☐ Burien Business License # N/A
- ☒ Insurance Certificate
- ☐ Bids, if applicable ☒ N/A
- ☒ Contract Fully Signed

**AMENDMENT NO. 1 to Contract No. 18-A101
between the City of SeaTac and Lockridge Grindal Nauen PLLP**

Project Title: Sea-Tac International Airport Sustainable Airport Master Plan (SAMP) Environmental Review and Advocacy Support.

Whereas, the cities of Burien, Des Moines, Normandy Park, and SeaTac ("Client Cities") executed an Interlocal Agreement on March 6, 2018 to work cooperatively to select and fund a consultant to review the Sea-Tac Airport Sustainable Airport Master Plan.

Whereas, such Interlocal Agreement indicated that the City of SeaTac would administer the contract with consultant.

Whereas, such Interlocal Agreement indicated the City of Burien would manage the fiscal matters of the contract, including payment of the consultant's invoices.

Whereas, Lockridge Grindal Nauen PLLP was the consultant selected with the City of SeaTac executing a contract with them on behalf of the Client Cities on July 17, 2018.

Whereas, such Consultant contract needs to be amended to indicate that invoices and payments will be processed by the City of Burien, and to clarify the basis of payment.

Now, therefore, the contract between the City of SeaTac, Washington and Lockridge Grindal Nauen PLLP for SeaTac International Airport Sustainable Airport Master Plan (SAMP) Environmental Review and Advocacy Support dated July 17, 2018 is hereby amended as follows:

Provision No. 1 EMPLOYMENT on Page No. 1 shall be amended as follows:

The City of SeaTac and the City of Burien hereby agree to retain and employ the Consultant on behalf of the Client Cities, as an independent contractor, and the Consultant hereby agrees to serve the Client Cities pursuant to this Contract. For purposes of this Contract, the Client shall be the cities of Burien, Des Moines, Normandy Park, and SeaTac ("Client Cities"), as authorized per an Interlocal Agreement between the Client Cities dated March, 2018. The City of SeaTac shall serve as the main point of contact and will direct the scope of services on behalf of the Client Cities. Lockridge Grindal Nauen P.L.L.P. will serve as the point of contact for Consultant.

Provision No. 5 COMPENSATION; REIMBURSEMENT OF EXPENSES on page No. 1 shall be amended to include the following underlined changes:

As consideration for the services to be performed by the Consultant, the City of Burien, on behalf of the Client Cities, shall pay Consultant compensation not to exceed One Hundred Seventy-Five Thousand dollars (\$175,000.00), pursuant to completion of

specified work tasks. Compensation shall only be paid for work actually completed, based on the hourly rates listed in Attachment B. (need to attach hourly rates) The Consultant will provide an invoice to the City of SeaTac and the City of Burien, along with detailed reports for work completed, on a monthly basis. The City of Burien will reimburse the Consultant for reasonable expenses incurred by Consultant in connection with the services, including approved travel and incidentals, not to exceed the federal IRS mileage and per-diem rates.

Provision No. 13.1 FINANCIAL MANAGEMENT is added.
Management of fiscal matters associated with this Agreement shall be administered by the City of Burien.

Invoices to the City of Burien shall be sent to:

City of Burien
Attn: Lori Fleming, Management Analyst
400 SW 152nd Street, Suite 300
Burien, Washington 98166
Phone: 206-248-5518
E-mail: Lorif@burienwa.gov

All other terms and conditions of the above referenced contract shall remain the same.

These changes shall become effective on July 17, 2018.

CITY OF SEATAC

By: [Signature]
Title: City Manager
Date: 10-15-18

LOCKRIDGE GRINDAL NAUEN PLLP

By: [Signature]
Title: Managing Partner
Date: Sept. 27, 2018

CITY OF BURIEN

By: [Signature]
Title: City Manager
Date: 10/17/2018

Approved as to Form:

[Signature]

**LOCKRIDGE
GRINDAL
NAUEN**
P.L.L.P.

Attorneys at Law

www.locklaw.com

MINNEAPOLIS
Suite 2200
100 Washington Ave S.
Minneapolis, MN 55401
T 612.339.6900
F 612.339.0981

WASHINGTON, D.C.
Suite 210
415 Second Street, N.E.
Washington, D.C. 20002
T 202.544.9840

BISMARCK
Suite 200
1815 Schafer Street
Bismarck, ND 58501
T 701.793.7134

MEMORANDUM

TO: City of SeaTac
FROM: Lockridge Grindal Nauen PLLP
DATE: October 4, 2018
RE: "Attachment B" to Amendment No. 1 to Contract No. 18-A101 Between City of SeaTac and Lockridge Grindal Nauen PLLP (Personnel Hourly Rates)

Lockridge Grindal Nauen

Emily Tranter \$200/hr

ABCx2

Jim Allerdice: \$250/hr

Tim Chambers: \$250/hr

John-Paul Clarke: \$350/hr

Aviation Compatibility Consulting

Jason Schwartz: \$175/hr

CONSULTANT CONTRACT
between the City of SeaTac
and
Lockridge Grindal Nauen PLLP ("LGN")

Project Title: Sea-Tac International Airport Sustainable Airport Master Plan (SAMP)
Environmental Review and Advocacy Support

THIS CONTRACT, is made and entered into effective on the date upon which the last party to sign this Contract so signs the Contract ("Effective Date"), by and between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and Lockridge Grindal Nauen P.L.L.P., ABCx2 LLC, and Aviation Compatibility Consulting LLC collectively hereinafter referred to as the "Consultant", on the following terms and conditions in conjunction with the project indicated above.

1. **EMPLOYMENT.** The City hereby agrees to retain and employ the Consultant on behalf of the Client Cities, as an independent contractor, and the Consultant hereby agrees to serve the Client Cities pursuant to this Contract. For purposes of this Contract, the Client shall be the cities of Burien, Des Moines, Normandy Park, and SeaTac ("Client Cities"), as authorized per an Interlocal Agreement between the Client Cities dated February, 2018. However, the City of SeaTac shall serve as the main point of contact and will direct the scope of services on behalf of the Client Cities. Lockridge Grindal Nauen P.L.L.P. will serve as the point of contact for Consultant.
2. **SCOPE OF SERVICES.** The Consultant shall be responsible for completion, or recommendation for next steps for the scope of services detailed in Attachment A to this Contract.
3. **TERM OF CONTRACT.** The term of this Contract is from the Effective Date through December 31, 2019 unless extended upon mutual agreement of the parties.
4. **PROFESSIONAL STANDARDS.** The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in this community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, plans, programs and other work and materials furnished under this Contract.
5. **COMPENSATION; REIMBURSEMENT OF EXPENSES.** As consideration for the services to be performed by the Consultant, the City shall pay Consultant compensation equal to One Hundred Seventy-Five Thousand dollars (\$175,000.00), pursuant to completion of specified work tasks. Compensation shall only be paid for work actually completed. The Consultant will provide detailed reports for work completed, on a monthly basis. The City will reimburse the Consultant for any expenses incurred by Consultant in connection with the services, including approved travel and incidentals.
6. **RECORDS INSPECTION AND AUDIT.** All compensation payments shall be subject to adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of account pertaining to any work performed under this Contract shall be

subject to inspection and audit by the City for a period of up to three (3) years from final payment of work performed under this contract.

7. **OWNERSHIP OF DOCUMENTS.** All plans, programs, specifications, designs, reports, records and other documents produced during or as a result of services rendered pursuant to this Contract shall be owned by and become the property of the City, and may be used by the City for any purposes beneficial to the City.

8. **COMPLIANCE WITH LAWS.** The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations. Contractor shall also obtain and/or maintain a City business license throughout the duration of this Agreement.

9. **INSURANCE.** The Consultant shall procure and maintain insurance as outlined below for the duration of this Agreement. Liability insurance policies shall specifically name the Client Cities, its elected and appointed officials, officers, and employees as Primary-Non-Contributory Additional Insureds of said policies.

The Consultant shall not begin work under the Agreement until all required insurance has been obtained and until proof of such insurances have been received by the City. The Consultant shall file with the City a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements.

The types and limits insurance are as follows:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form

\$1,000,000 per occurrence liability /\$2,000,000 annual aggregate.

Coverage to include Premise and Operations Liability

Blanket Contractual

OCP for subcontractors liability

Product and Completed Operations Liability

Stop Gap Liability-\$1,000,000/\$1,000,000/\$1,000,000

PROFESSIONAL LIABILITY

Minimum of \$1,000,000 limits.

The General Aggregate provision of the Consultant's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.

Failure of the Consultant to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.

10. **RESTRICTION AGAINST ASSIGNMENT.** The Consultant shall not assign this Contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall the Consultant subcontract any part of the consulting services

to be performed hereunder, without first obtaining the consent of the City.

11. CONTINUATION OF PERFORMANCE. In the event that any dispute or conflict arises between the parties regarding any of the performance of the Consultant and/or providing the required deliverables defined in the scope of services while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities, unless otherwise directed by the City. If any dispute or conflict arises that is not either of the above performance or product issues, the Consultant may elect to stop work until the dispute or conflict is resolved.

12. TERMINATION OF CONTRACT. Performance of the consulting services under this Contract may be terminated by either the City or the Consultant, in whole or in part, at any time, by either party giving the other written notice of such termination, specifying the extent and effective date thereof, but not sooner than thirty (30) days from date of such notice, providing that the Consultant shall complete and be compensated for any projects or duties previously assigned and accepted, and shall be compensated for all expenses incurred or committed to, that cannot be canceled.

13. CONTRACT ADMINISTRATION. This Contract shall be administered by Harry E. Gallaher on behalf of the Consultant and by Steve Pilcher on behalf of the City. Any written notices required by terms of this contract shall be served or mailed as follows:

If to the City:

City of SeaTac
Attn: Steve Pilcher
4800 S. 188th St.
SeaTac, WA 98188-8605
Phone: 206-973-4832
Email: spilcher@ci.seatac.wa.us

If to the Consultant:

Lockridge Grindal Nauen P.L.L.P.
Attn: Harry E. Gallaher
100 Washington Avenue S
Suite 100
Minneapolis, MN 55401

14. CONSTRUCTION AND VENUE. This Contract shall be construed in accordance with laws of this State of Washington. In the event of any litigation regarding the construction or effect of this Contract, or the rights of the parties pursuant to this Contract, it is agreed that venue shall be King County Superior Court, Maleng Regional Justice Center, King County, Washington.

15. MERGER AND AMENDMENT. This Contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

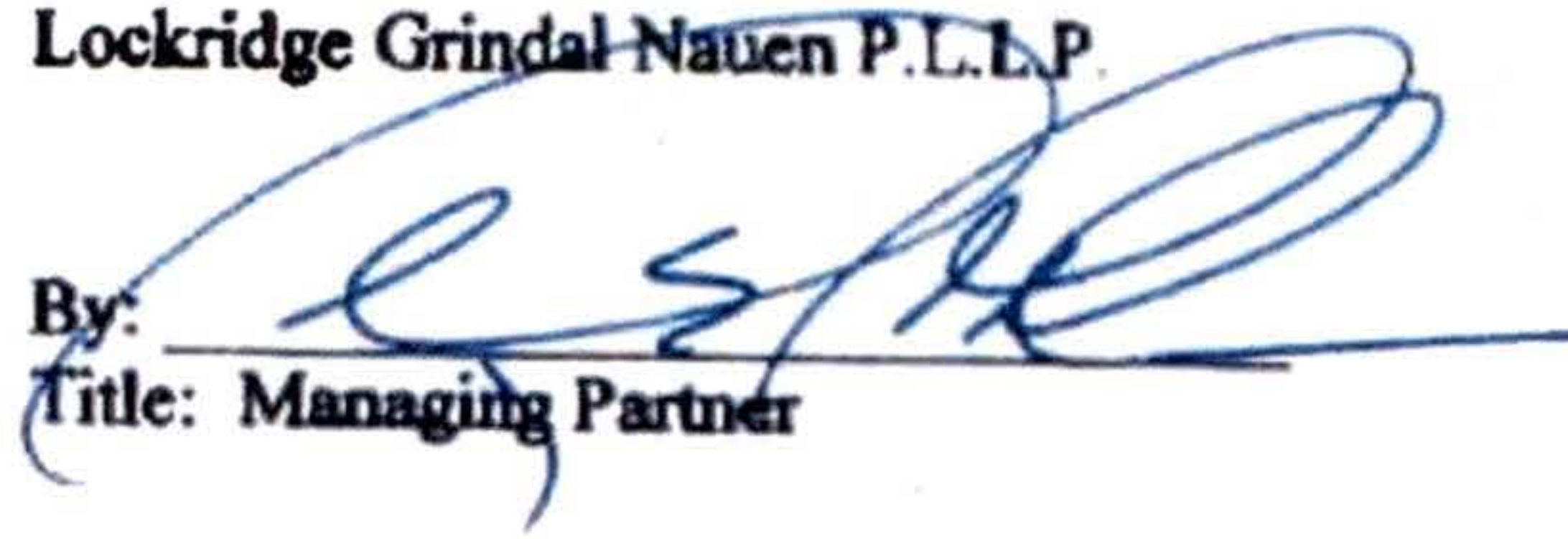
CITY OF SEATAC

By: 
Title: City Manager

Date: 7-17-18

CONSULTANT:

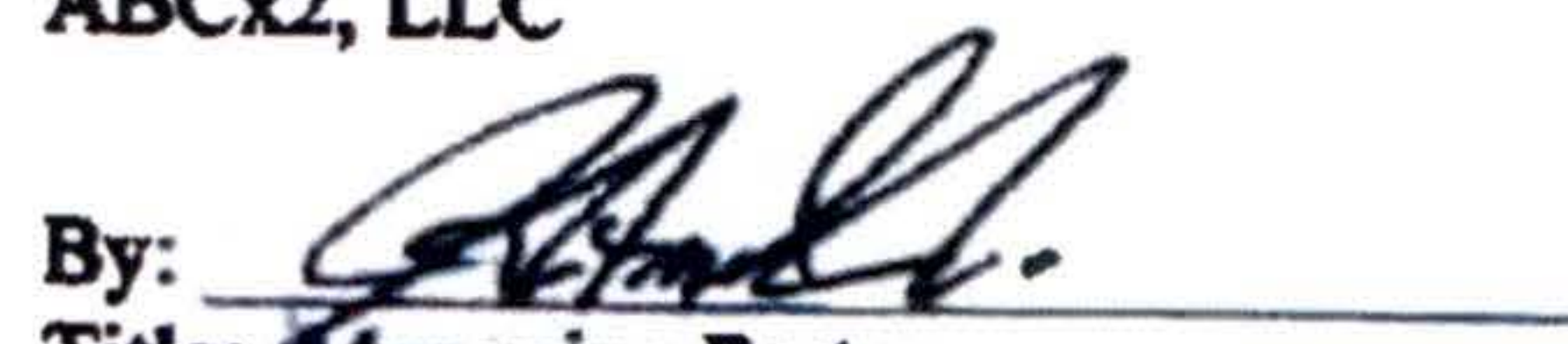
Lockridge Grindal Nauen P.L.L.P.

By: 
Title: Managing Partner

Approved as to Form

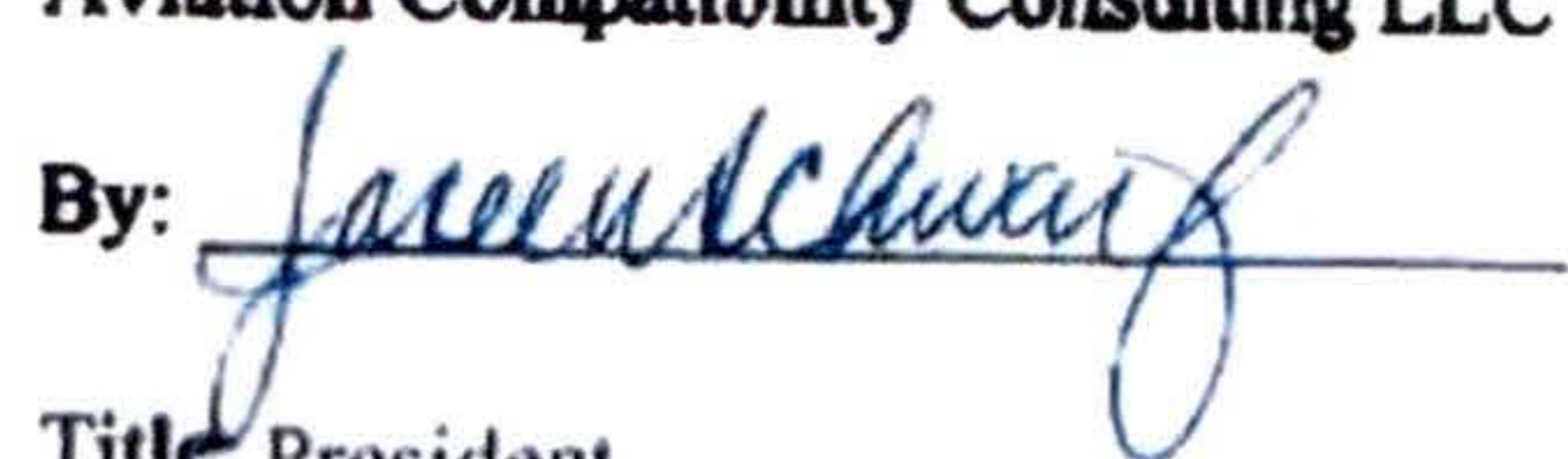

Legal Department

ABCx2, LLC

By: 
Title: Managing Partner

Date: June 28, 2018

Aviation Compatibility Consulting LLC

By: 
Title: President

Date: July 10, 2018

Attachment A

Scope of Services

1. Preliminary Review (Baseline Documentation) - Review all available and pending Seattle-Tacoma International Airport Master Plan (SAMP) documents and any available documentation on the Port of Seattle's Website – Establish a Baseline of existing issues, procedures, and review of any preliminary Environmental Assessment.
2. Review future FAA and airport environmental documents that may be released related to the SAMP or other airspace redesign and provide feedback and technical support on impacts within regulatory timeframe. At a minimum, this will include review of environmental scoping documents and review of the Draft Environmental Impact Statement.
3. Advocate on behalf of the client with the Port of Seattle.
4. Advocate on behalf of the client with the FAA. Support and advise client during FAA processes including any environmental review of SAMP or air traffic control changes.
5. Other tasks related to the environmental review identified above as mutually agreed to by the parties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Christensen Group Insurance 9855 West 78th Street, Ste 100 Eden Prairie MN 55344 INSURED LOCKRIDGE GRINDAL NAUEN P.L.L.P. 100 Washington Ave. S, Suite 2200 Minneapolis MN 55401	CONTACT NAME: Michelle Leonard PHONE (A/C, No, Ext): (952) 653-1000 E-MAIL: mleonard@christensengroup.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Massachusetts Bay Insurance Co NAIC # 22306 INSURER B: Hanover Insurance Group 22292 INSURER C: Federal Ins. Co. 20281 INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: 18-19 Liability

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒ A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR		ZZXA600341	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					
☒ A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS		ADXA902170	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
☒ B	UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$ CLAIMS-MADE		UHXA603279	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
☒ A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WDXA600122	4/1/2018	4/1/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
☒ C	Fiduciary Liability		82424323	4/1/2018	4/1/2019	Aggregate Limit 2,000,000
☒ A	Property		ZZXA600341	4/1/2018	4/1/2019	Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is provided evidence of coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of SeaTac
4800 S 188th Street
SeaTac, WA 98199-8605

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bruce Christensen/MLL

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