

AGREEMENT

THIS AGREEMENT, made and entered into on the 30 day of November, 2017, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, Fayette County, Kentucky, (hereinafter referred to as the "Government"), and **Stantec Consulting Services Inc.** (hereinafter, referred to as the "Consultant").

WITNESSETH:

WHEREAS, the Kentucky Department of Military Affairs, Division of Emergency Management has awarded federal and state funds to the Government for the purpose of updating a mitigation plan for Lexington-Fayette County that meets the requirements of the Disaster Mitigation Act of 2000 and the regulations and prerequisites developed by the Federal Emergency Management Agency;

WHEREAS, the Kentucky Department of Military Affairs, Division of Emergency Management has entered into a Memorandum of Agreement with the Government, Master Agreement No.: **PON2 095 1700001334 1** implementing elements of a federal grant program from the United States Department of Homeland Security, CFDA number 97.039, DR-4239-0010, Hazard Mitigation Grant Program;

WHEREAS, the Government issued a Request for Proposals (RFP#32-2017) for Hazard Mitigation Grant Services;

WHEREAS, STANTEC Consulting Inc., the performing entity for the Consultant, has been selected by the Government to provide services pursuant to the Agreement with the Kentucky Department of Military Affairs, Division of Emergency Management;

WHEREAS, the Government's responsibility for ensuring compliance with all requirements of the Agreement with the Kentucky Department of Military Affairs, Division of Emergency Management necessitates a written Agreement with the Consultant;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Obligations of the Government:

The Government agrees to reimburse the Consultant in an amount up to \$88,014 for completion of the herein described scope of work. The Government shall make reimbursement within 30 days of the receipt of an acceptable invoice.

The Government's Director of the Division of Environmental and Emergency Management will provide supervision and cooperation for the development of the hazard mitigation plan update.

ARTICLE II

Obligations of the Consultant:

1. Scope of Work

The Consultant shall perform the scope of work that is fully described and attached to this Agreement as Exhibit A.

2. The Consultant may invoice the Government on a monthly basis requesting payment for work in progress. Invoices shall be in original form and shall include documentation of all work for which reimbursement is being requested.

3. The Consultant understands that this Agreement is for the sole benefit of the United States Government, the Kentucky Department of Military Affairs, Division of Emergency Management, and the Government, and is not intended to create any other beneficiaries.
4. In accordance with 200 KAR 5:314, the Consultant agrees to establish and maintain financial records and statements sufficient to document compliance with grant requirements, state and federal regulations, and the requirements of this Agreement. All program and financial records shall be retained for a period of not less than three (3) years after all matters pertaining to this Agreement (i.e., program audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable state and federal laws and regulations. The Consultant agrees that officials of the Government, officials of the Commonwealth of Kentucky Finance and Administration Cabinet, the auditor of public Accounts, the Kentucky Department of Military Affairs, Division of Emergency Management, and the legislative research commission, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific grant program for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the Government, the Kentucky Department of Military Affairs, Division of Emergency Management, the Finance and Administration cabinet, the auditor of public accounts, or the legislative research commission which are directly pertinent to this Agreement shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agree to by the Secretary of the Finance and Administration Cabinet as meeting the provision of KRS 61.878(1)(c) prior to the execution of the Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.
5. The Consultant agrees that no data collected and provided by the Government or the Kentucky Department of Military Affairs, Division of Emergency Management shall be used for any other purpose other than those expressly authorized in this Agreement.
6. The Consultant agrees that any intellectual property provided by the Kentucky Department of Military Affairs, Division of Emergency Management or the Government to the Consultant for the purposes of meeting the terms and conditions of this Agreement, shall remain the exclusive property of the Kentucky Department of Military Affairs, Division of Emergency Management or the Government, as applicable. In addition, Consultant assigns and transfers the entire right, title, and interest in and to the copyright in any deliverables outlined in Exhibit A, provided however that Consultant and its employees shall reserve a nonexclusive license in and to the copyright for non-commercial purposes of education, research, teaching, and public service.
7. Consultant agrees to complete the plan and obtain plan approval by June 30, 2018.
8. Consultant agrees that no travel time nor travel expenses are included in hourly rates and that all travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Consultant's hourly rates.
9. Consultant acknowledges that neither the Kentucky Department of Military Affairs, Division of Emergency Management nor the Government is liable for Social Security contributions pursuant to 42 U.S. Code, Section 418, relative to the compensation of the Consultant during the effective dates of this Agreement.
10. The term of this Agreement shall be for the period beginning November 1, 2017 and ending June 30, 2018.
11. **DISCRIMINATION (Because of race, religion, color, national origin, sex, age, or disability) PROHIBITED.** During the performance of this Agreement, the Consultant agrees as follows:
 - a) The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The Consultant further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto-prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The

Consultant agrees to provide, upon request, needed reasonable accommodations. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age, or disability.
 - c) The Consultant will send to each labor union or representative of workers with which she has a collective bargaining Agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
 - d) The Consultant will comply with all provision of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e) The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
 - g) The Consultant will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order No. 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to Sections 204 of Executive Order No. 11246 of September 24, 1965, as amended so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
12. The Consultant agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with Consultant's performance under this Agreement, on the grounds of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, Consultant covenants and agrees to comply with the following:
- a) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
 - b) Executive Order 11246 and Department of Labor regulations issued there under (41 CFR Part 60);
 - c) Section 504 of the Rehabilitation Act of 1973 (42 U.S.C. 794);

- d) The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq);

13. Lobbying

- a) The Consultant agrees that they will not expend any funds appropriated by Congress to pay person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress, in connection with any of the following Federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b) The Interim Final Rule, New Restrictions on Lobbying, issued by the United States Office of Management and Budget is incorporated by reference

14. Certification of Lobbying

- a) No state funds appropriated to the Consultant pursuant to this agreement shall be used to influence, either directly or indirectly, the introduction or modification of any federal or state legislation, or the outcomes of any federal, state or local election, referendum, or initiative.
- b) In addition, for any payment involving federal funds, the Consultant certifies to the best of its knowledge and belief, that for the preceding contract period, if any, and for the current contract period:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- c) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- d) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- e) Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 15. The Consultant certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this Agreement, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this Agreement. The Consultant further swears under penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the

award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

16. In accordance with KRS 45A.485, the Consultant agrees to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Consultant within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45.485, the consultant shall report any such final determination(s) of violations(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Consultant shall be in continuous compliance with the provisions of those statutes which apply to the Consultant's operations, and that the Consultant's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of this Agreement, shall be grounds for the cancellation of the Agreement and the Consultant's disqualification from eligibility for future state-funded contracts for a period of two (2) years.

The Consultant must initial and check one:

BJH The Consultant has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The Consultant has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violations(s). A list of such determination(s) is attached.

17. The Consultant hereby certifies that it is legally entitled to enter into the subject contract with the Government and certifies that it is not and will not be violating either directly or indirectly any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, KRS 164.390, or KRS 11A.040 of the Executive Branch code of ethics, relating to the employment of former public servants.
18. Consultant shall notify the Government of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect her ability to carry out any of her obligations under this Agreement.
19. The CONSULTANT agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), arising from the CONSULTANT'S performance of the Agreement, pursuant to the provisions and limitations of and in the manner and to the extent provided by KRS 44.072-44.160. In addition to the above, CONSULTANT agrees to procure and maintain throughout the term of this Agreement, and annually for any extension hereof, commercial general liability insurance in the principal amount of One Million (\$1,000,000) Dollars per occurrence with a Two Million (\$2,000,000) Dollar aggregate, with an insurance company authorized to do business in the Commonwealth of Kentucky with the provision, "it is agreed and understood that the Lexington-Fayette Urban County Government, its agents, employees, officers and elected officials, as their interests may appear, are additional insureds, in the same manner as if a separate policy had been issued, under the provision of the policies required to be issued during the term of the agreement or as otherwise required by this agreement." All insurance policies shall be broad form in nature and shall be written through a company with an A.M. Best Rating of "A" or better, admitted to do business in Kentucky, and the contract shall be non-cancelable without at least thirty (30) days advance written notice by registered mail to Government from the insurance company.
20. The Consultant certifies that no employee, official, or board member will attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will any employee, official, or board member attempt in any way to influence any purchasing of services or commodities by the Commonwealth of Kentucky. For purpose of this paragraph,

“He” is construed to mean “They” if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then “He” is construed to mean any person with an interest therein.

21. The Consultant agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the United States Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of state or local governments whose employment is connected to an activity financed in whole or part with federal funds.
22. The Consultant agrees that its performance under this Agreement shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1318), that relate generally to inspection, monitoring, entry reports and information, with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); The National Environmental Policy Act (NEPA); and any applicable Federal, State, or Local environmental regulation.

The Consultant shall insure that no facility used in its performance under this Agreement is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of the Government. The consultant shall notify the Government of the receipt of any communication from EPA indicating that a facility to be or being used in it performance under this Agreement is under consideration for listing on the EPA list of violating facilities.

23. The Consultant agrees to comply with 46 U.S.C. 1241(b) and regulations issued thereunder (46 CFR Part 381) concerning the use of privately-owned United States flag commercial vessels.
24. The acquisition of goods and services by the Consultant in performance of this Agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards, and procedures contained in applicable federal regulations (44 CFR, 49 CFR, 32 CFR, others).
25. The Consultant will follow the administrative requirements in OMB Circular No. A-102 and 49 CFR, will follow the cost principles in OMB Circular No. A-21, and the audit requirements of OMB Circular A-133.
26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions

The Consultant certifies the following by signing this contract:

That neither they nor their principals and/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation in writing to the Government.

The Final rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by reference and the Consultant covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

27. The Consultant agrees that he/she will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction materials. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA), provide the EC and NAFTA end products and construction materials are exempted from application of The Buy American Act.

ARTICLE III

ADDITIONAL PROVISIONS

1. Either party shall have the right to terminate this Agreement for convenience at any time upon 30 days written notice served upon the other party by certified or registered mail with return receipt requested. In addition, either party may terminate this Agreement immediately for cause upon written notice to the other party by registered or certified mail with return receipt requested. Claim or performance disputes will be in accordance with KRS Chapter 44.
2. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.
3. The Government and the Consultant each binds himself and his partners, successors, executors, administrators, assigns and legal representative to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of the Agreement.
4. The laws of the Commonwealth shall govern all questions as to the execution, validity, interpretation and performance of this Agreement. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this Agreement shall be filed in the Fayette County Circuit Court of the Commonwealth of Kentucky.
5. If any provision of this Agreement is held judicially invalid, the remainder of the Agreement shall continue in force and effect to the extent not inconsistent with such holding.
- 6.. This Agreement is incidental to the implementation of a federal grant program. Accordingly this Agreement shall be governed by and construed according to Federal law as it may affect the right, remedies, and obligations of the United States.
7. The Agreement constitutes the entire Agreement between the Government and the Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IT WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

By: _____

Jim Gray, Mayor

ATTEST:

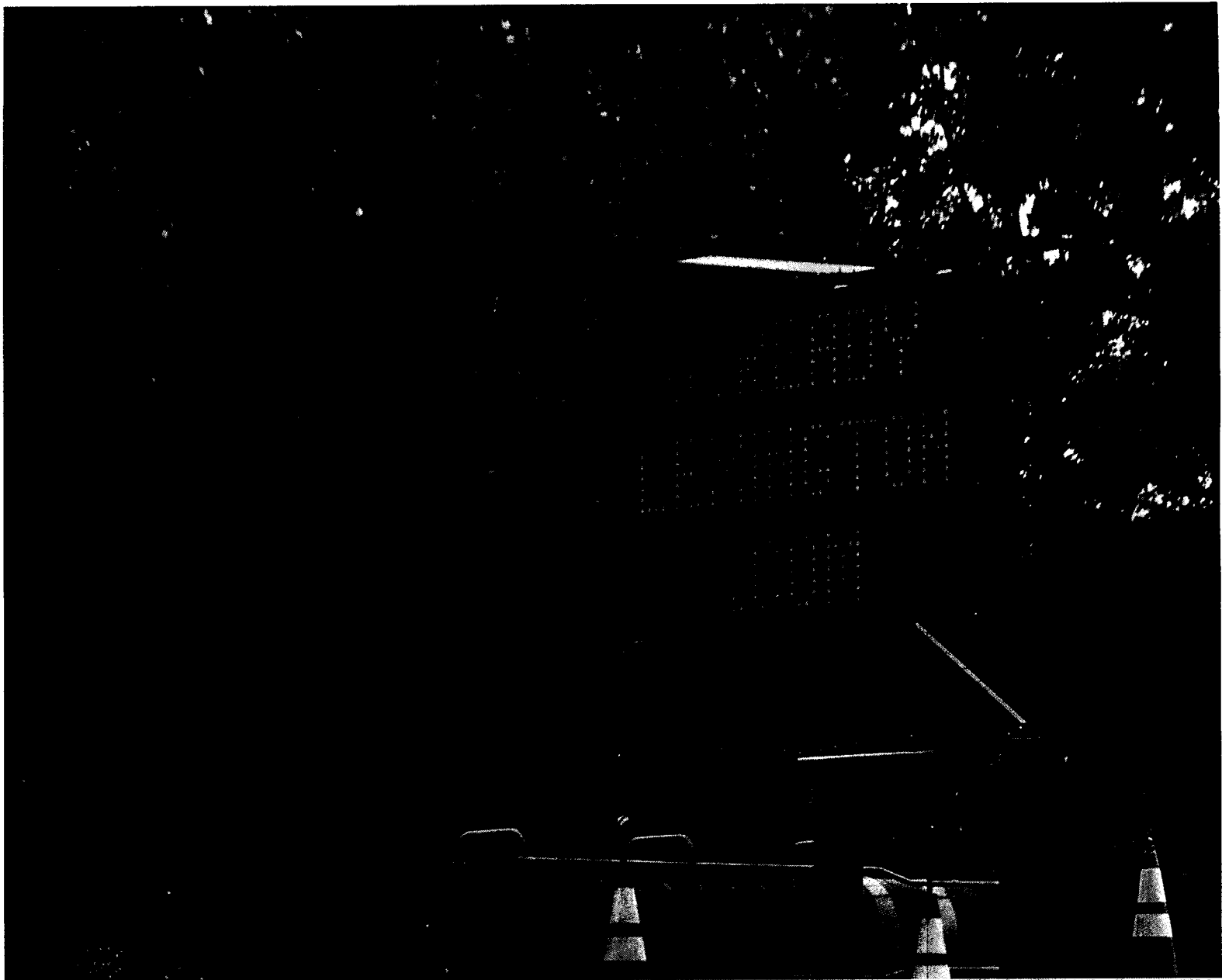
Clerk of Urban County Council

STANTEC Consulting Inc.

By: _____

Signature of Authorized Official

Printed Name and Title of Authorized Official



RFP #32-2017

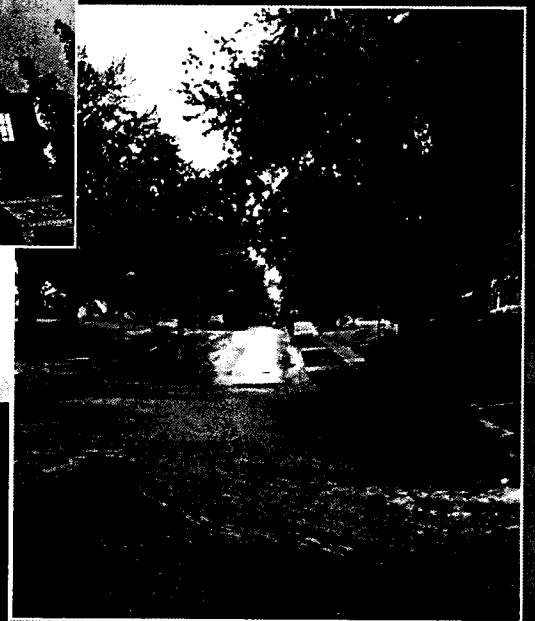
Hazard Mitigation Grant Services
for Lexington-Fayette Urban County
Government

September 12, 2017



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Stantec Consulting Services Inc.
3052 Beaumont Center Circle, Lexington, KY 40513

September 12, 2017

Attention: Todd Slatin – Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

RE: RFP #32-2017 Hazard Mitigation Grant Services

Dear Mr. Slatin,

Every day at Stantec, we focus on helping our communities become **safer, more efficient, and more informed**. These are the very results you can expect Stantec to deliver for LFUCG's Hazard Mitigation Grant Services project.

As your Project Manager for LFUCG's initial Hazard Mitigation Plan and update, and through my close understanding of your needs for this project, I have assembled a team that brings extensive expertise and knowledge working on Hazard Mitigation Plans, grant submittals and public outreach. Our team understands local and state hazard mitigation planning requirements, as proven in our development of multiple Kentucky based Hazard Mitigation Plans and the state's CHAMPS system. This work provides us with direct experience and knowledge of the state's planning Hazard Mitigation planning tool and how the state manages their hazard mitigation planning program. We also provide local knowledge from our water related projects with LFUCG, Kentucky Division of Water (KDOW) and the United States Army Corps of Engineers (USACE).

Our combined expertise in providing technical assistance to our federal clients such as FEMA and USACE, coupled with our tireless advocacy working with local and state governments in the fields of emergency management and hazard mitigation, puts us in the unique position to provide a well-rounded approach to this project. Our primary goal is to provide the highest quality hazard mitigation plan and maximize federal reimbursement while also increasing LFUCG's resilience and readiness.

Our Kentucky-based team includes DBE firm Integrated Engineering (IE), and delivers all the skills needed to create the Hazard Mitigation Grant Services quickly and efficiently. Our strategy is simple – have the right people doing the right things with the right tools, procedures and processes to achieve the project objectives. Our Team offers many distinct advantages:

Continuity in implementation. I helped create LFUCG's initial Hazard Mitigation Plan, and developed your updated plan. My in-depth, institutional knowledge of your past and current approaches, and the technical strength of our professionals, means Stantec's team is the best prepared to complete this plan with expertise and efficiency. Additionally, with 30+ years of serving your water and wastewater needs, we understand your areas and structures of greatest vulnerability. We will use this combined experience and information to craft a comprehensive resilient strategy tailored to your specific needs.

Grant Assistance. As the former Director of the University of Louisville's Center for Hazards Research Center and Policy Development, I have extensive experience in identifying and winning available state

Design with community in mind

and federal grant funding. With Stantec, I've been assisting our clients in tapping into FEMA and HUD grant dollars to fund their flood and disaster mitigation projects.

Locality. All of Stantec's project team, including our partner DBE firm, IE, is based in Lexington and Louisville. Our team has the training, experience, ability, and the vast resources of Stantec to complete the assignment and achieve your project objectives.

Regulatory guidance. We understand how all the pieces fit together and how to procure regulatory approvals. We have a solid understanding of FEMA and KYEM requirements, and our close relationships with these agencies help us secure approvals.

Public engagement expertise. We have assigned an expert in public engagement who provided similar service to Nashville's Situational Awareness for Flooding Events (SAFE) program and is currently providing similar services to FEMA as part of their RiskMap program."

Maximize your potential. We are experts in developing and implementing strategies to maximize federal disaster funding, assessing your specific needs, and providing the latest technology to implement innovative solutions, such as CHAMPS. As part of the HUD National Disaster Resilience Competition (NDRC) Submittal, our team helped several communities secure over \$100 million in resilience based projects and programs.

This Stantec team will provide LFUCG with an invaluable tool to make the community safer and more resilient. We have been involved in many of Kentucky's mitigation, resiliency, safety, and sustainability programs, and we look forward to being your partner on this much-needed hazard mitigation project.

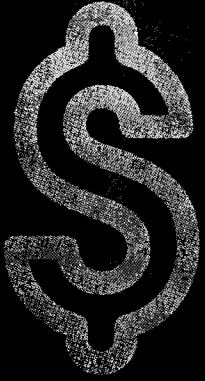
Sincerely,



Josh Human, Project Manager

Phone: (502) 876-0844

Email: Josh.human@stantec.com



Our approach is
designed to *achieve*
cost-effective results.

*Estimated Cost of
Services*

1

1. ESTIMATED COST OF SERVICES

Table 1.1 summarizes the estimated hours and cost of services as outlined in your RFP. We derived the estimated hours based on our prior level of effort developing Hazard Mitigation Grant Services with similar tasks as outlined in your RFP. The estimated hours/fees provided in the table should be considered approximate. Actual hours for some tasks, will largely be based on the complexity of the request.

Table 1.1. Estimated Cost of Services – Basic Deliverables

Task	Estimated Total Annual Hours for Task	Estimated Total Annual Fee
Planning Process	125	\$16,272
Risk Assessment	181	\$24,012
Mitigation Strategy	118	\$14,595
Plan Review, Evaluation, and Implementation	42	\$5,637
Develop Plan and Guide the Adoption Process	181	\$27,498
Estimated Totals	647	\$88,014

Hourly Rates

Table 1.2 summarizes the hourly rates for the key team members identified in our Organizational Chart in Section 2.

Table 1.2. Hourly Rates for Key Team Members

Staff	Unit Rate
Josh Human	\$153.00 / hour
John Bucher	\$113.00 / hour
Mike Green	\$137.00 / hour
Katherine Osbourne	\$117.00 / hour
Integrated Engineering	\$115.00/ hour

*We are driven to
achieve.*

Achievement at
every level begins
and ends with a
firm commitment to
being the best we
can be.

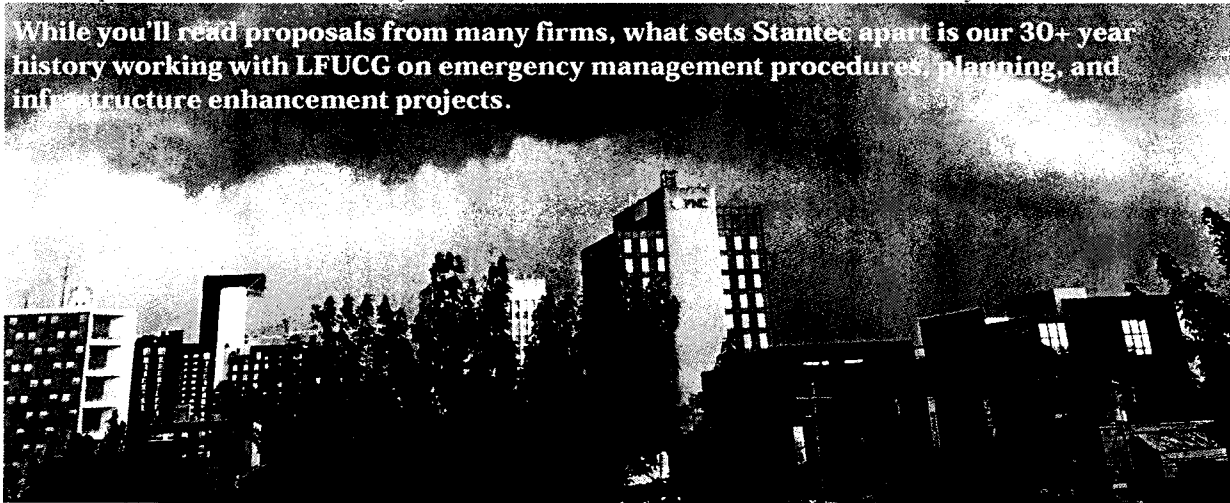
2. Specialized Experience/
Technical Competence

*Specialized Experience/
Technical Competence*

2

2. Specialized Experience/Technical Competence

While you'll read proposals from many firms, what sets Stantec apart is our 30+ year history working with LFUCG on emergency management procedures, planning, and infrastructure enhancement projects.



Disasters can cause loss of life; damage to buildings and infrastructure; and have devastating consequences for a community's economic, social, and environmental well-being. Local governments, regions, and the state have the responsibility to protect the health, safety, and welfare of their citizens. Proactive mitigation policies and actions help reduce risk and create safer, more disaster resilient communities, and Stantec is excited to be your Hazard Mitigation Consultant. We believe this is an investment in the city's future safety and sustainability, and we want to help identify ways you can reduce the long-term risk to human life and property from hazards.

Specialized Experience and Technical Competence

Specialized Experience

Members of the Stantec team prepared the initial and updated hazard management plan for LFUCG, and our team provides a strong portfolio of similar projects we've successfully implemented throughout Kentucky and the US. This strong history of partnering with LFUCG allows us to bring a deep level of understanding and familiarity with your programs to every project. We have the necessary experience and processes to assist you with both regulatory and capital improvement programs. We offer you a team that is well respected for inventive, cost-effective services. We are proud of our track record and believe that excellence results from sound project management, communication, and technical expertise.

Stantec's work—professional consulting in the areas of local and state hazard mitigation planning; vulnerability and risk assessments; resilience planning; disaster response and recovery; public engagement; and design—unites infrastructure, environmental and quality of life improvements to advance community resilience across the globe.

Technical Competence

Stantec takes Hazard Mitigation Planning seriously, and we are the firm you want as your partner. Stantec is unique because we are a **comprehensive hazard mitigation partner**. We will help develop your Hazard Mitigation Grant Services and help you implement your grants, projects, and programs. Our professionals have completed over seventy (70) Hazard Mitigation Plans across the country, and we have a



70+
Hazard
Mitigation Plans
Completed

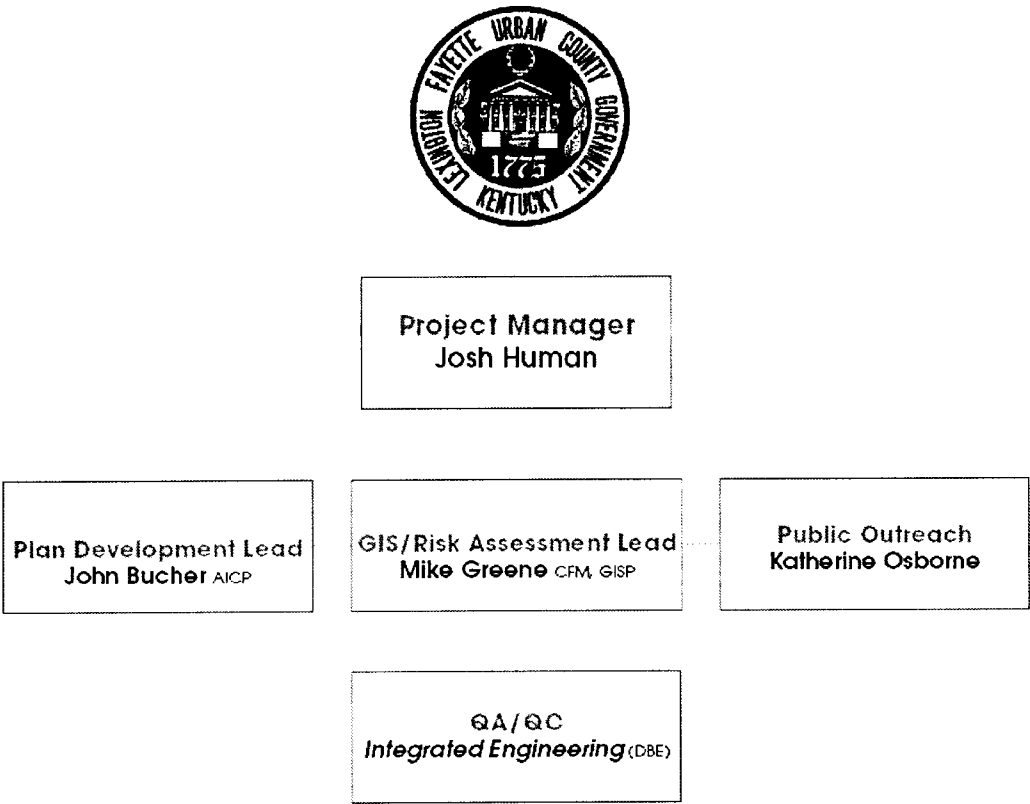
track-record of preparing plans that follow and go beyond the standards set forth by FEMA. What's more, we know FEMA and KYEM, who will be the reviewers for your Hazard Mitigation Plan. We have an unmatched understanding of the process and effort needed to gain regulatory approval.

Project Manager, Josh Human, leads Hazard Mitigation and Resilience planning for clients throughout Kentucky and beyond, and brings LFUCG the optimal combination of local recognition and Hazard Mitigation Services expertise.

Josh has developed multiple iterations of Hazard Mitigation Plans throughout Kentucky, including ones for Lexington Fayette County (2); Louisville Metro (3); the Commonwealth of Kentucky (4); the University of Kentucky (2); University of Louisville (2); Kentucky State University; and the Kentucky Community Technical College System (KCTCS). In addition, Josh helped lead the development of KYEM's Community Hazard Assessment and Mitigation Planning System (CHAMPS) system which is used to capture mitigation actions for future funding and help local communities manage their mitigation information. Josh has also supported multiple clients in applying for hazard mitigation project funding, derived from his direct knowledge of helping with the development of their Hazard Mitigation Plans. As the former Director of the University of Louisville Center for Hazards Research and Policy Development, Josh understands the grant submittal and approval process, and will use that knowledge to help develop a customized plan for LFUCG.

Organizational Chart

Our team is a talented pool of subject specialists who truly understand the project and its significance to the Lexington community. The organizational chart below depicts the structure of our team, and we have included brief resumes for our key team members on the following pages.





Josh Klumpp

Executive Director

With his career focused on protecting communities, Josh is the ideal professional to lead the development of LFUCG's Hazard Mitigation Grant Services project. Josh brings nearly 20 years of experience within the disaster management and resilience fields. His expertise lies in the fields of hazard mitigation planning, resilience planning, recovery planning, Geographic Information System (GIS) assessment modeling, hazard research, and community engagement

Education

BA, Geography, University of Kentucky, Lexington, Kentucky

MS, Planning, 32/48 Hours Completed, University of Tennessee, Knoxville, Tennessee

Certifications

Certified Project Management Professional (PMP), University of Louisville Delphi Center, Louisville, Kentucky

Office Location

Louisville, KY

Awards/Recognition

2005 Most Outstanding Plan: Kentucky American Planning Association, 2004 Kentucky State Hazard Mitigation Plan

2013 Most Outstanding Plan: Kentucky American Planning Association, Lexington Fayette County Hazard Mitigation Plan

**denotes projects completed with other firms*

Relevant experience

State, Local and University Hazard Mitigation Plans*, Multiple Locations

Developed, managed and contributed to multiple state, local and university hazard mitigation plans. Served as the primary author of two enhanced state hazard mitigation plans and received two Kentucky American Planning Association outstanding plan awards for these efforts. Led clients through the procurement of funding, project management (planning process, risk assessment, mitigation strategy and plan maintenance) and adoption of hazard mitigation plans. Many of these hazard mitigation plans helped obtain millions of dollars in mitigation project funding, which have enhanced resilience levels over the long-term. Clients include: LFUCG, Louisville Metro, University of Kentucky, University of Louisville, NKU, State of Kentucky, Kentucky State University, and KCTCS.

FEMA Region II Community Resilience Toolkit, Various Locations, Various States

Project manager for the development of the FEMA Region II Community Resilience Toolkit designed for newly elected municipal leaders. The Toolkit outlines a series of actions elected officials should take to make their communities more resilient.

Community Hazard Assessment & Mitigation Planning System (CHAMPS)*, Kentucky

Helped establish, design, and manage the development of CHAMPS, an IT portal that helps communities build and manage programmatic community resilience. This \$1.5M project was funded through a cross-pollination of federal (FEMA, HUD & EDA) and state funds.

HUD National Disaster Resilience Competition (NDRC) Submittal, Tennessee, Kentucky, West Virginia and the Community of Shelby County, Tennessee

The HUD NDRC is a \$1B competition designed to help communities build resilience throughout their communities. This is accomplished through a comprehensive community engagement process that leads to the implementation of resilience-based programs and the identification of resilience-enhancing projects. The end goal is to fund innovative resiliency projects and encourage communities to adopt policy changes that reduce and mitigate social, environmental and economic risks associated with a changing climate. Helped clients submit more than \$300M in resilience-based projects and programs and secure over \$100M in resilience-based projects and programs.



*John Bush, M.A.,
City of Louisville*

Education
Master of Urban
Planning, University of
Louisville

MS, Recreation
Administration,
University of North
Carolina at Chapel Hill

BA, International Studies,
Emory University

Certifications
Certified Planner
#028630, American
Institute of Certified
Planners

Office Location
Louisville, KY

**denotes projects completed
with other firms*

As a planner, John is focused on resilience, climate adaptation, hazard mitigation, and mobility. His project experience includes creating resiliency planning programs, developing GIS-based assessments, community engagement, grant application preparation, and policy development. John uses GIS to analyze hazard vulnerability, resilience, transit feasibility, build-out, and social equity. He also offers public meeting/focus group facilitation and survey design expertise.

Relevant Experience

Louisville Metro Hazard Mitigation Plan, Louisville, Kentucky
Role included coordination of the planning process, completing the risk assessment, and preparing the plan document. The risk assessment involved a GIS-based analysis utilizing the MGRS 100-meter grid to aggregate exposure and hazard risk. Exposure variables included population, socially vulnerable populations, infrastructure, property, and community facilities. Risk and exposure were combined for each 100-meter grid cell to determine relative hazard vulnerability.

Regional Hazard Mitigation Plans, North Carolina
Responsible for completing the capability assessment for two multi-jurisdictional hazard mitigation plans in western North Carolina. The plans covered a total of nine counties, 25 municipalities, and the Eastern Band of Cherokee Indians. For the capability assessment, reviewed relevant plans, ordinances, and programs for all jurisdictions. The assessment resulted in mitigation actions designed to fill gaps in each county’s capabilities.

Ann Arbor Hazard Mitigation Plan Update, Michigan
The City is updating its existing hazard mitigation plan. The innovative plan update is considering both current and projected hazard risk. Climate considerations are being integrated throughout the planning process, which includes goals, the public survey, the risk assessment, capability assessment and the mitigation strategy. This is also a CRS plan which is anticipated to earn approximately 200 points for this Class 7 CRS community. The plan work is being performed between July 2017 and November 2017. Serving as the lead planner to develop the capability assessment, draft key pieces of the plan, maintain CRS compliance, and facilitate meetings.

Community Resilience Toolkit, FEMA Region II, Various, New Jersey
Created a Community Resilience Toolkit designed for newly-elected municipal leaders. The Toolkit outlines a series of actions elected officials should take to make their communities more resilient. The Toolkit is a FEMA document that Region II is sharing with New Jersey Municipalities.

Community Hazard Assessment & Mitigation Planning System (CHAMPS)*, Kentucky
Role with CHAMPS is focused on creating a resiliency assessment for Kentucky counties which includes two parts: socio-economic and operational capacity.



Mike Greene, Ph.D., GISP
GIS Department Manager

Education
BS, Geography/
Geographic Information
Techniques, University of
Kentucky

Certifications
Certified Geographic
Information Systems
Professional #00059434

Certified Floodplain
Manager #US-10-04996

Office Location
Lexington, KY

Mike has more than 10 years of experience in Geographic Information Systems (GIS) and serves as GIS Department Manager as well as FEMA Program Manager for the Lexington and Louisville offices. Mike oversees extensive QA/QC procedures and aligns project deliverables with client needs so his teams deliver high-quality, useable data and products on time and on budget. He has multifaceted project experience that includes geoprocessing, civil engineering, water resources, all hazard mitigation, plan development, site evaluations, web database and portal development.

Relevant experience
FEMA CTP RiskMAP Watershed Assessments, Statewide, Kentucky
Leads quality assurance and quality control for all studies and assessments through Kentucky's RiskMAP initiative. Provided a statewide assessment of all flood studies previously done across the state. Researching all old and new studies for all 120 counties across the state and performing validity checks ranging from determining whether hydrology changed within the watershed, to whether the correct engineering model or methodology was used at the time of the study. Through this process, was able to highlight areas that require future FEMA funding to update engineering. This new assessment will allow Kentucky to make decisions and route dollars more effectively to address needs.

Lexington-Fayette Urban County Government (LFUCG) Sanitary Sewer Assessment, Lexington, Kentucky
Responsible for database management and maintenance of data gathered and created during an on-going \$5M+ sanitary sewer assessment project. Trained field collection crews on proper data gathering techniques and in-house data processing. Using field data and existing LFUCG data layers, spatial analysis was performed to find discrepancies in existing data. Assisted in geo-coding various datasets (backtrap valve installations, previous sump pump redirections, Consent Decree and monitoring list sanitary sewer overflows (SSO), and PVA data).

FEMA Region VII Risk MAP Watershed Assessments, Statewide, Iowa
Led a team to gather data, solicit community feedback, and perform an assessment on 13 watersheds covering a third of Iowa and reaching into five other states. Pulled data from various databases and datasets. Analysis included evaluating CNMS data showing validity of studied streams and also bringing in high risk areas as defined by HAZUS outputs. Spatial analysis and local feedback enabled the team to highlight problem areas for future mitigation or study updates.

Rockford Flood Prone Home Acquisition Project Grant, Winnebago County, Illinois
Worked with local government and the Illinois Emergency Agency to develop a Pre-Disaster Mitigation (PDM) grant and a Hazard Mitigation Grant Program (HMGP) application. Grants allowed Winnebago County to access approximately \$7M in federal funds to implement a 130-home acquisition buyout plan.



Katherine L. Arnold

Engineer in Training

Education
MS and BS, Civil
Engineering, University
of Mississippi

Certifications
Engineer in Training –
Tennessee (#28758)

Office Location
Lexington, KY

Awards
2013 American Council of
Engineering Companies
Grand Award in Studies,
Research, and Consulting,
Nashville Situational
Awareness for Flooding
Events (SAFE) Program
Support*

Katherine will lead public engagement efforts for LFUCG. She specializes in outreach activities on mitigation and disaster management projects. Katherine has extensive involvement with the FEMA RiskMAP Program in multiple areas of the country, which includes flood risk assessment and community outreach for risk mitigation and disaster resilience. She serves as the outreach lead for the Kentucky RiskMAP Program. Prior to joining Stantec, she supported Nashville Metro Water Services during the May 2010 flood disaster. With the influx of over 10,000 residential and commercial property owners needing assistance, she assisted in interpreting damage assessments for home owners and providing public relations for the City. She has also assisted with the development of public communication and education plans for several communities in Tennessee.

Relevant experience

Kentucky RiskMAP Program CTP Support, Statewide

Stantec supports the Commonwealth of Kentucky Cooperating Technical Partner Program with community outreach; program and project management; hydrology and hydraulic floodplain analyses and mapping; Flood Insurance Rate Map (FIRM) production; and dam safety program support. As outreach lead, coordinates communication and meetings with community officials and the public designed to inform communities about RiskMAP projects, including developing project scope, identifying potential mitigation actions, and presenting and reviewing project deliverables.

National Disaster Resilience Competition Phase 1 and 2 Submission, Kentucky

Assisted with the State of Kentucky Phase 1 and 2 submission to the U.S. Department of Housing and Urban Development (HUD) National Disaster Resilience Competition (NDRC). Roles included technical writing and review.

Nashville SAFE Program Support*, Nashville, Tennessee

Assistant Project Manager for a partnership between Metro Water Services (MWS), the Mayor's Office of Emergency Management (OEM), Metro Planning Department (Planning), the U.S. Army Corps of Engineers (USACE), the U.S. Geological Survey (USGS), the National Weather Service (NWS), and AMEC called Nashville Situational Awareness for Flooding Events (SAFE). Supported the creation of a set of tools that can be used to assist in decision making during a flood event. A reference manual detailed recommended emergency response actions at various flooding levels, for six watersheds within Davidson County. In addition, the project team provides on-call support to MWS Water. Additional services under this contract have included integration of the Metro rain gage network into the Nashville SAFE online flood mapping tool and troubleshooting the network of Metro Water mobile webcams.

**denotes projects completed
with other firms*

Team Highlights

When it comes to understanding and developing Hazard Mitigation Grant Services, we will make the project easier for you—because we understand success is in the details. One of the most important of those is to give you a team of hand-selected professionals who will create a specialized plan for you. Our team has created multiple Hazard Mitigation Plans (HMP), **(including the original and updated plans for LFUCG)**, grant proposals, and conducted public outreach specifically geared toward hazard mitigation. Our familiarity will save you time because there's no learning curve, and our technical know-how means we will develop a clear, comprehensive checklist for your needs. With the added expertise of our DBE firm Integrated Engineering (IE), you'll see the team members dedicated to this project are leaders in their fields and excited to serve as an extension of your team. Some highlights of our entire Kentucky-based team include:

- A Project Manager with over 17 years of Hazard Mitigation Plan and Grant development experience, proven success with securing grants, who led the development/implementation of your HMP and update.
- Key team leaders who have **developed Hazard Mitigation Plans and Grant applications** for many other communities and private clients, including the University of Kentucky, the University of Louisville, Louisville Metro, and Northern Kentucky University.
- **Experts in FEMA regulations** and safety initiatives, and receiving FEMA accreditation. We help make the federal system and processes work for you. We are also FEMA-Authorized Hazus-MH and Hazard Mitigation Planning Instructors.
- **Leaders in the RiskMAP** program and Flood Protection Structure Accreditation Task Force.
- **Grant managers** who create frameworks and guides to help protect your buildings, infrastructure, and people by allowing you to respond and recover in the most efficient manner in the event of a disaster. We identify funding opportunities to expand your disaster program,
- **Developers of the CHAMPS system**, an important database for this project.
- Developers of the USACE's Levee Periodic Inspection (PI) report card template, who launched the full-scale program to conduct safety inspections on the federally authorized levee system.
- Preparers of Kentucky's HUD National Disaster Resilience Competition application in 2016.
- A **public outreach/stakeholder communication expert** in Katherine Osborne, who has helped LFUCG with public outreach initiatives on multiple projects. We know your stakeholders, as we developed your Capacity Assurance Program.
- A firm providing **30+ years of successful services for LFUCG**. Our knowledge of your water and wastewater infrastructure is critical to developing a comprehensive Hazard Mitigation Plan.
- MBE subconsultant (Integrated Engineering) -the LFUCG 2016 Minority Owned Small Business of the Year, will help us meet your DBE goals.
- Nearly 300 professionals in Kentucky (and 22,000 worldwide) to draw upon should project demands require additional resources.



Created
LFUCG's original
and updated
HMP

Relevant Project Experience

What sets Stantec apart is that we have built the systems you need for this project and have performed similar work here in Kentucky and across the nation. As leaders and experts in research, analysis, grant writing, and template development specifically related to mitigating hazards, we have the knowledge and tools in hand to start the project immediately and complete it efficiently. We are committed and responsive, as proven on the many projects we've completed for LFUCG over many years.

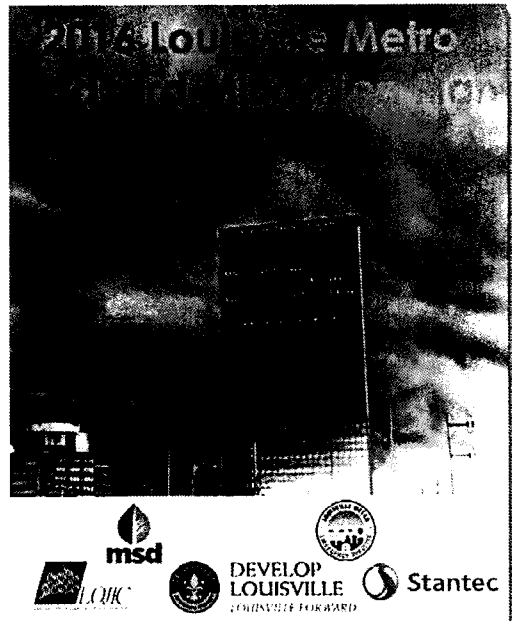
Louisville Hazard Mitigation Plan

Louisville, Kentucky

Client Reference: Jim McKinney
Louisville Metro Government
(502) 572-3485
jim.mckinney@louisvilleky.gov

Going the extra mile, Stantec developed an enhanced 2016 Louisville Metro Hazard Mitigation Plan for Metro's Emergency Services.

Stantec's team went above and beyond just meeting FEMA requirements for Metro's hazard mitigation plan. Our team applied advancements in stakeholder engagement and vulnerability assessments using non-traditional stakeholders in the planning process. This approach allowed Stantec's team to reach new levels of engagement from organizations such as the Center for Neighborhoods, Louisville Downtown Partnership, and Louisville Metro Housing and Community Development.



Our team also enhanced the GIS-based risk assessment Stantec developed for the Commonwealth of Kentucky Hazard Mitigation Plan. We enhanced the 1-kilometer grid we used initially to assess risk for the Kentucky Hazard Mitigation Plan, down to a 100-meter grid for the Louisville Metro Hazard Mitigation Plan. This increased level of analysis provided Louisville Metro with a fine-grained view of risk and vulnerability unavailable in other Hazard Mitigation Plans. This method has also proven to be very beneficial for helping with land use decisions.

Another advancement involved Stantec's use of social vulnerability to establishing hazard exposure. Stantec team members assigned more US Census data to the 100-meter grid than usual. We included the standard data for overall population, but also added data for age, disability, English speaking, health insurance coverage, poverty, education, and employment; along with other exposure variables, such as infrastructure, critical facilities, and property.

In addition to enhancing the Hazard Mitigation Plan itself, the additional stakeholder engagement and advanced risk assessment allowed additional Louisville Metro Departments (Public Health, Housing and Community Development, and Planning and Design Services) to utilize this data for other purposes.

Team Members:

Josh Human
John Bucher

RiskMAP Production and Technical Services
Nationwide

Client Reference: Mike McGinn
FEMA
(202)646-3579
Michael.McGinn@fema.dhs.gov

Stantec models, maps, identifies and inspires risk mitigation for our nation, addressing the hazard most prominent in each community.

As part of the Strategic Alliance for Risk Reduction (STARR and STARR II) Joint Venture, Stantec supports development of FEMA’s RiskMAP program and implementation of the RiskMAP vision to create resilient, sustainable communities nationwide. As part of this contract, Stantec provides:



Regulatory and non-regulatory Flood Risk Product development

- Performed 100+ riverine and/or coastal studies throughout assigned Regions, including regulatory and nonregulatory Flood Risk Product development, all within a SPI of 0.93 and a CPI of 1.0, resulting in on-time and on-budget performance.
- Performed levee analyses, including reviewing submitted levee accreditation packages to verify regulatory compliance, coordinating with levee owners and communities, and updating flood risks and flooding limits behind levees using analyses developed as part of LAMP.

Creating community resilience/advancing mitigation actions

- Developed and conducted resilience training boot camps to prepare 30+ STARR II and FEMA staff to interact with communities regarding resilience, risk reduction actions, and the value of engagement and partnership building. The result is more than 60 productive resilience meetings that helped communities understand their risks and focus on taking actions. Also identified hundreds of potential mitigation actions.
- Assisted in the development of the “Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards” document for communities to identify and evaluate 644 potential mitigation actions to reduce risk related to natural hazards and disasters.

Collaboration and communications

- Conducted 100+ community engagement and outreach activities, including discovery meetings, community/public meetings, and resilience meetings, to increase risk awareness.
- Stantec, as part of STARR II, has conducted 95 online training sessions covering 17 topic areas; more than 3,200 participants from all 10 FEMA regions attended.

Team Members:

Josh Human
John Bucher
Katherine Osborne
Mike Greene



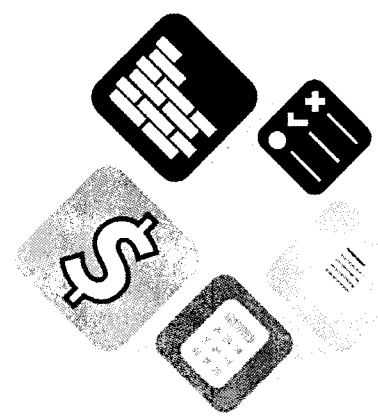
As part of STARR and STARR II- we’ve performed work in FEMA Regions 1, 2, 3, 5, 6, 7, 9, and 10.

CHAMPS- Community Hazard Assessment and Mitigation Planning System Statewide, Kentucky

Client Reference: Doug Eades
KY Division of Emergency Management
502-607-1633
james.eades2.nfg@mail.mil

Stantec recognizes the growing need to better organize and access data that supports community resilience planning and promotes local mitigation actions. As community officials embraced the concept of resilience, one of the key links for success was the integration between emergency operations and mitigation planning. Historically, these two operations seldom worked in coordination. Stantec bridged the gap by developing the Community Hazard Assessment and Mitigation Planning System (CHAMPS).

Stantec worked with Kentucky Emergency Management (KyEM) to develop CHAMPS, a Web-enabled information management and workflow support application. The system links and stores all disaster recovery elements from the time an event occurs all the way through the successful completion of a mitigation project. It is helping KyEM streamline the development of state and local hazard mitigation plans, coordinate public outreach, manage mitigation projects, and provide a central repository for all hazard mitigation strategies. Additionally, mitigation information is now readily available to local officials (including Louisville Metro); making CHAMPS the link between disaster planning and mitigation through effective project management and local community outreach. Key tasks included:



Leveraging relationships. To make CHAMPS a success, Stantec drew upon its strong partnerships with KyEM, the Kentucky Department of Local Governments (DLG), and the University of Louisville Center for Hazards Research and Policy Development (CHR).

Data analysis and performance. With access to CHAMPS, communities now have fast access to historical pre-disaster information to show how much damage occurred. Assessment templates can be created within the system to capture key data elements. This is also allowing Kentucky the ability to get disaster relief dollars – faster.

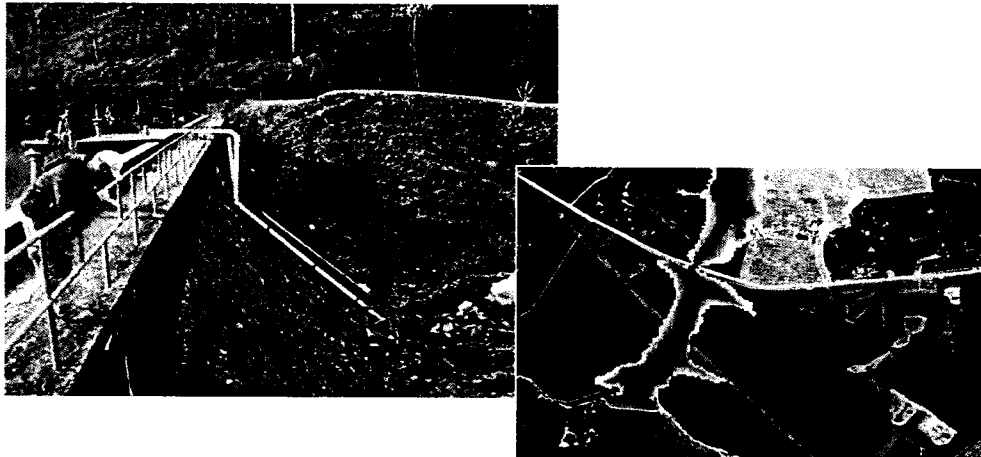
Collaborations and communications. The system provides the setting for stream-lined interaction horizontally at the local emergency planning level and vertically among state and federal partners.

Innovation and efficiency. By designing dynamic database links, CHAMPS further provides increased data storage, access, and update capabilities.

Team Members:

Josh Human
John Bucher

Client Reference: Carey Johnson
KY Division of Water (KDOW)
502-564-3410
Carey.Johnson@ky.gov



With more than 200 dams throughout Kentucky, a dam breach is one of the biggest risks we face in the state. To protect our communities against this risk, the Kentucky Division of Water (KDOW) asked Stantec to inspect, assess, and document potential problem dams and create a project plan.

This is a project heavily focused on collecting, storing, and reporting technical data on the more than 200 dams across Kentucky. Our focus was to develop a Dam Safety database that would cost-effectively validate dam hazard classifications and identify mitigation strategies for cases where a classification is no longer valid.

Overall, the goal was to take historical data and incorporate it into a usable data management system which fosters a greater understanding of the conditions and risks associated with Kentucky dams. The system we created helps catch problems before they develop into major disasters, prioritize projects, and assess potential impacts of issues if they aren't addressed. The plan is segmented into eight tasks, which surround new program management tools to simplify the process and expedite solutions. Tasks include:

1. Data Gathering, Field Reconnaissance, and Investigations
2. Dam Failure Inundation (Breach) Zone Mapping, Risk Assessment
3. Dam Field Investigations
4. Preliminary Mitigation Planning
5. Simplified Emergency Action Plans (EAPs)
6. Seismic Assessment Research
7. Catastrophic Long-Term Recovery Plans
8. Expanded Dam Safety Outreach and Education

What makes this effort truly unique is that our Project Team created automated methods and processes to effectively assess hazard classifications, identify best options to mitigate risks, and institute a simplified Emergency Action Plan for targeted dams.

Team Members:

Mike Greene



"Stanlec can be relied on to deliver high quality products and top notch client service."

Carey Johnson, CIP Program Manager, KDOW

9. *Phragmites* spp. (Common reeds)

Kentucky Community Recovery Planning Guide

Statewide, Kentucky

Client Reference: Mark Williams
KY DEM
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601
(502) 573-2382

Kentucky is better prepared than ever in the event of a disaster, now armed with a guide that members of this Stantec team established to streamline disaster recovery efforts.

As part of an Economic Development Agency (EDA) and HUD-CDBG DR grant, the Kentucky Division of Emergency Management partnered with the Kentucky Department for Local Government, University of Louisville Center for Hazards Research and Policy Development (CHR), and Stantec, to manage the program.

Josh Human and John Bucher led efforts to create the guide, targeted to local Kentucky leaders with little to no experience in resiliency, recovery, disasters, or planning. The guide includes step-by-step instructions for how to develop a pre-disaster (resiliency) or post-disaster (recovery) plan specifically in Kentucky. It provides information how to apply for technical and financial assistance and how to comply with local and state-level Emergency Support Function (ESF)-14 procedures and the National Disaster Recovery Framework (NDRF). The project team also developed an accompanying community participation handbook to make it easy for local leaders to conduct public meetings and gather community input.

Team members created the local and state-level planning guide after reviewing extensive resiliency and recovery related research, and then conducting separate focus groups with community members and Voluntary Organizations Active in Disasters (VOADs) recently impacted by disasters. The community focus group sessions asked participants several questions including: 1) what assistance was helpful following the disaster; 2) what assistance was not helpful; 3) what would have been helpful but was not provided; and, 4) what lessons learned could benefit other communities in the future. The VOAD focus group focused on gathering information to better understand the role of non-governmental agencies pre- and post-disaster and how they fit into the new National Disaster Recovery Framework. Team members analyzed all information gathered during the focus groups, and used the most notable themes and issues to guide their development of the planning guide and state-level policy.

This guidance helped establish a codified recovery framework for our partners in Kentucky.

Team Members:

Josh Human
John Bucher

Community Recovery Planning



We work better together.

We follow a simple principle: quality results can only be produced by quality people. That's why we have hand selected a team of seasoned professionals with a history of providing critical, reliable, and expedient services.

Workload Capacity

3

3. CAPACITY

LFUCG is seeking an experienced and technically qualified consulting team with the specialized knowledge and the capacity to accomplish this work in a cost-effective manner.

Stantec's capability to timely perform your work is tied to our professional qualifications, past performance, knowledge, experience, and the absolute commitment of our staff. We are “right-staffed” — meaning there are no superfluous personnel. Having a core group of professionals allows us to minimize your costs, by working together efficiently. If the project requires additional support, we have more than 22,000 employees across Stantec and can reach out to professionals with the technical qualifications and experience to complete the work outlined in your RFP. The following points explain our commitment to maintaining our capacity for this project.

- Stantec's Project Manager, Josh Human, has a proven track record of successfully managing and executing municipal projects. He successfully developed your Hazard Mitigation Plan and its update, and has a personal stake in continuing the work LFUCG has done under their Hazard Mitigation program. He is a Senior Associate within Stantec and has the authority to provide additional resources if needed, to meet your project expectations. Josh knows how to plan, organize, manage, and execute your work to meet your deadlines and will take a hands-on approach to this project.
- We have reviewed the scope of work in the RFP and verified that our Project Manager, Technical Leads, and DBE firm, IE, have ample capacity to complete this work within your prescribed schedule.
- You have a personal commitment from Stantec that our technical resources are dedicated to completing your project assignments within the schedule milestones and established budget.
- Of particular importance is the current availability of this project's team members. Individuals assigned in the Organization Chart outlined in Section 2, have more than sufficient availability to meet your project needs.



We've selected the individuals and subconsultant to be on our team with available capacity to bring you a focused team that avoids inefficiencies associated with too many firms or excessive division of work.

*We are committed to
doing things right.*

We hold ourselves
accountable for our
performance on
established business
processes.

4. Past Performance with
LFUCG

*Past Performance
with LFUCG*

4

4. PAST PERFORMANCE

With You

We take great pride in the value and level of service we provide LFUCG today and for the past 30+ years. Our first-hand experience with LFUCG serves as a testament to the quality of work we deliver on every project. **Table 4.1** below lists some recent projects that our Stantec team has performed for LFUCG, with a quick-glance view of adherence to budget, quality expectations, and schedule commitment.

Table 4.1. Past Performance on LFUCG Projects

Project Name	Within Budget	Quality Expectations	On Schedule	Project Complete
LFUCG Hazard Mitigation Plan and Update	✓	✓	✓	✓
Newtown Pike Preliminary Engineering	✓	✓	✓	Ongoing
Hawthorne Lane	✓	✓	✓	Ongoing
Department of Environmental Quality and Public Works Facility/Asset Assessment	✓	✓	✓	✓
Beaumont Centre Traffic Study	✓	✓	✓	Ongoing
Wilson Downing Stormwater Improvements (SWIP)	✓	✓	✓	Ongoing
Clayvis Court Drainage improvements	✓	✓	✓	✓
Capacity Assurance Program Management	✓	✓	✓	Ongoing
Gribbin Drive Detention Basin Remediation	✓	✓	✓	✓
Coldstream Park Detention Basin Remediation	✓	✓	✓	✓
Bolivar Avenue Drainage Improvements	✓	✓	✓	✓
Downtown Lexington Traffic Movement and Revitalization Study	✓	✓	✓	✓
Group 2 and 3 Sanitary Sewer Assessment (SSA)	✓	✓	✓	✓
Group 1 Sanitary Sewer Assessment (SSA)	✓	✓	✓	✓
Jessie Clark Sinkhole Drainage Study	✓	✓	✓	✓
Cane Run Sewer Trunk Rehabilitation	✓	✓	✓	✓
South Elkhorn Watershed Modeling	✓	✓	✓	✓
Lake Shore Drive Storm Sewer Replacement	✓	✓	✓	✓
Roanoke and The Lane Properties Restoration Plan	✓	✓	✓	✓
Skycrest Drainage Project	✓	✓	✓	✓
LFUCG FEMA Flood Map Update	✓	✓	✓	✓

With Others

When it comes to protecting communities, our work extends throughout Kentucky and across the Southeast. **Table 4.2** details several of the most relevant Hazard Mitigation Planning projects our team has completed throughout Kentucky. We would be happy to provide an extended list of clients nationwide, at anytime upon your request.

Table 4.2. Hazard Mitigation Planning Clients- Statewide

Project Name	Within Budget	Quality Expectations	On Schedule	Project Complete
2016 Louisville Metro Hazard Mitigation Plan	✓	✓	✓	✓
2016 University of Kentucky Hazard Mitigation Plan	✓	✓	✓	✓
2015 Kentucky State University Hazard Mitigation Plan	✓	✓	✓	✓
2013 KCTCS Hazard Mitigation Plan	✓	✓	✓	✓
2013 University of Louisville Hazard Mitigation Plan	✓	✓	✓	✓
2013 Enhanced Kentucky State Hazard Mitigation Plan	✓	✓	✓	✓
2013 Lexington Fayette County Hazard Mitigation Plan	✓	✓	✓	✓
Kentucky Emergency Management CHAMPS System	✓	✓	✓	Ongoing

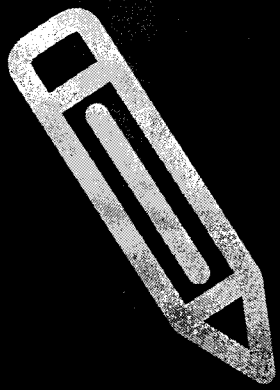
FEMA

As a member of the Strategic Alliance for Risk Reduction II (STARR II), Stantec manages Regional Service Centers in FEMA Regions II, V and VII, with staff that monitor status and quality of regional work, support coordination and outreach, and perform levee, coastal, and technical analyses. Our staff provides stewardship of available program funding, consistently performing under budget, and enabling a total national program savings of \$7 million.

We also **develop and conduct resilience training boot camps** and other trainings to prepare our staff and **FEMA personnel to interact with communities regarding resilience, risk reduction, and the value of partnership building.** We assisted with the development of the “Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards” document for communities, outlining more than 640 potential mitigation actions to reduce risk related to natural hazards and disasters



Stantec provides holistic approaches to resiliency which is accomplished through the understanding of multiple industry sectors and the collaborative work of our diverse staff



*We take a unique
approach to
every design.*

*Familiarity with
Project*

5

5. FAMILIARITY WITH PROJECT

Design with community in mind... this is what we do at Stantec, because we live, travel, and volunteer in the communities where we work. For this project, you are planning for the safety of your community, so it is critical to have a team that's ingrained in your community and understands your safety needs- and Stantec is that team.

Our team members have been involved throughout your entire Hazard Mitigation Planning lifecycle, and we know your plan and your stakeholders. Project Manager, Josh Human, grew up in your community and has a passion for the city and its well-being. He's also been the leader for your original Hazard Mitigation Plan and its update. He will use his experience and knowledge of your current plan and future needs, to efficiently work with you to create an approvable plan for a more resilient Lexington Fayette County (LFUCG).

Part of the benefit of choosing Stantec, is that we have developed processes—from our years of experience developing hazard mitigation plans, floodplain management plans, and emergency management programs. These processes allow us to provide LFUCG with top level, useable deliverables that meet and exceed the needs of your project.

Stantec and our partners at Integrated Engineering (IE) have worked extensively in the mitigation practice to reduce the impact of future hazards and develop solutions to complex hazard issues within your community. Some of our key deliverables include:

- Developing your last two Hazard Mitigation Plans, and the last two Hazard Mitigation Plans for the University of Kentucky
- Working within the state of Kentucky, and having strong, extensive relationships with Kentucky Emergency Management (KYEM) and FEMA IV, who will be the reviewers of this plan
- Helping the Bluegrass Area Development District and the Commonwealth of Kentucky with their previous plans



Approach

Knowledge of your community, your needs, and the stakeholders for your project are key elements to our approach for this project. We know it is important to have expertise in all of these areas to provide you with the customized plan that best suits the needs of your residents, businesses, and visitors.

To develop a meaningful mitigation plan for LFUCG, we will work directly under the Division of Emergency Management (DEM) Operations and Recovery Manager (O&RM), Tim Brandewie, to implement a collaborative planning process, innovative outreach strategy, and robust risk assessment. Over an approximate six-month schedule, the Stantec Team will:

- Facilitate the activities and staffing of the Hazard Mitigation Committee
- Conduct research and analysis as directed by the Committee or the DEM O&RM
- Update and draft planning documents, reports, briefings, and presentations as directed by the Committee
- Represent the Committee or DEM O&RM at project-related meetings, public forums, and events
- Serve as a liaison between stakeholder agencies, including FEMA, KYEM, Bluegrass Area Development District, etc.
- Document committee and project work as part of the entire planning process
- Develop a FEMA-approved local Hazard Mitigation Plan

Our proposed process is based on following FEMA's latest hazard mitigation planning guidance (FEMA Local Mitigation Plan Review Tool, 2011) and the CRS Activity 510 10-step planning process. Following the Local Mitigation Plan Review Tool guidance, Stantec will complete the following five tasks to achieve this scope of services.

- Task 1: Planning Process
- Task 2: Hazard Identification & Risk Assessment
- Task 3: Mitigation Strategy
- Task 4: Plan Review, Evaluation, and Implementation
- Task 5: Develop Plan and guide the Adoption Process

Task 1: Planning Process

Stantec will use our local and professional experience to work collaboratively with the state, region, members of the Hazard Mitigation Committee, and local stakeholders to complete the planning process for the development of the LFUCG Hazard Mitigation Plan.

Step 1: Organize to Prepare the Plan

- Develop the project plan for successful completion using our project management procedures
- Assist with reforming a well-rounded Hazard Mitigation Committee with representatives from all interested parties (Fayette Neighborhood Council, Citizens Storm Water Council, Fayette LEPC, Building Inspection, Planning and others)
- Establish ongoing communication procedures, including those needed for grant compliance (match documentation) with KYEM and FEMA Region IV

Step 2: Documentation of the Planning Process

- Document meetings, webinars, interviews, and calls
- Maintain records for DMA 2000 and Community Rating System (CRS) compliance
- Provide access to a project FTP site for data collection, document sharing, storage and data transfer

Step 3: Develop an Outreach Strategy

- Facilitate up to four in-person stakeholder meetings with the Hazard Mitigation Committee that will be open to the public. (These meetings include: Kick-Off, Risk Assessment, Mitigation Strategy, and Draft Release)
- Facilitate multiple individual steering committee meetings in-person and via webinar
- Deliver a transparent process for public mitigation engagement (announcements, displays, potential website materials)
- Conduct wide-reaching data collection efforts through stakeholder interviews, online sources, public meetings, and existing studies

Step 4: Coordinate with Stakeholders and Integrate Plans

- Review available plans, regulations, studies, reports, regulations, technical information for integration into LFUCG's third Hazard Mitigation Plan
- Assess LFUCG's capabilities to advance mitigation actions

Task 2: Risk Assessment

Stantec will use our local and professional experience to work collaboratively with the LFUCG Hazard Mitigation Committee and partners to complete the risk assessment for the development of the Hazard Mitigation Plan. Using our extensive knowledge of your risk and vulnerability data will help our team complete a robust Risk Assessment quickly and effectively.

Step 1: Identify the Hazards

- Review current list of hazards identified in existing mitigation plans, including a review of the Bluegrass ADD, University of Kentucky, and State Hazard Mitigation Plans identified hazards. Stantec, working with members of the Hazard Mitigation Committee, will identify any gaps in the list that need to be addressed with the stakeholders
- Define each hazard

Step 2: Profile the hazards

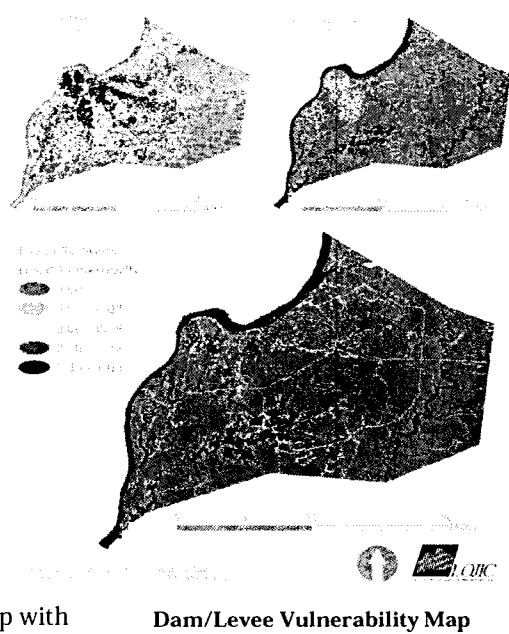
- Develop a local Hazard Profile for each hazard. This includes a local background of the effects of each hazard, as well as a Profile Risk Table (Table 5.1) of each of the identified hazards (probability, magnitude, extent and loss information). This will be an update to your previous plan.

Table 5.1 Profile Risk Table

Profile Risk Table	
Period of occurrence:	When does this hazard occur?
Number of events:	Number of recorded events
Probability of events:	Probability of the event occurring, calculated using occurrence data
Past damages:	Record of damages in NCEI Storm Events Database
Warning time:	Average warning time for this type of hazard – factor of extent
Potential impact:	The potential impact this hazard could produce
Potential of injury or death:	The potential this hazard could cause injury or death
Possible extent:	How bad could it be?

Step 3: Develop Hazard Vulnerability Score for Each Hazard

- Stantec will use our Hazard Vulnerability Score Risk Assessment model (same model used in your two previous plans) to build out GIS based information and maps that will display Exposures and Hazards across the planning area. This model provides an extremely useful set of data layers per hazard to display vulnerability at an enhanced 100-meter grid level across your community. This data is an added value because you can use it for other planning mechanisms such as comprehensive/land-use planning and response and recovery scenarios.
- Develop ESRI GIS data for updated Risk Assessment
- Develop a Risk Assessment that maximizes the potential for Community Rating System (CRS) points
- Provide access to HAZUS professionals that can help with HAZUS runs if seen as needed



Step 2: Draft Risk Assessment

- Complete the write up and visual display of the Risk Assessment

Task 3: Mitigation Strategy

Stantec will use our local and professional experience to work collaboratively with LFUCG Hazard Mitigation Committee and partners to develop the updated mitigation strategy for the Multi-Hazards Mitigation Plan. We will use our previous Understanding of Actions identified to help efficiently identify successes and future opportunities within LFUCG.

Step 1: Set Goals

- Review current Goals from the 2013 plan and make revision where necessary

Step 2: Review Previous Mitigation Strategy Section(s) and Update Action Items

- Meet with the Hazard Mitigation Committee and individual stakeholders to discuss the successes of the current mitigation strategies identified. This will include a thorough review of the mitigation projects that have been implemented throughout LFUCG over the last 5 years
- Host a workshop-style meeting to brainstorm a variety of potential solutions/actions for identified issues

Step 3: Draft an Action Plan

- Create an updated mitigation strategy that includes an update to your “Mitigation Five-Year Planning Workbook.”

Action	Benefit Ranking	C-B	Time Frame	Hazards Addressed	Description	Offices	Funding Consideration
1.2.1 <i>Educate</i>	D	Medium	Annually	All-hazards	Conduct outreach to educate citizens on how to receive up-to-date evacuation instructions, shelter-in-place procedures, and information pertaining to hazardous material exposure.	DEM LEPC	Internal
1.2.2 <i>Install</i>	C	High	1-3 years	Flooding	Install flood marker signs that include both a "Road May Flood" sign, as well as signage indicating water depth.	DEM DOWQ KDOH	Internal

Task 4: Plan Review, Evaluation, and Implementation

Stantec will use our local and professional experience to work collaboratively with the LFUCG Hazard Mitigation Committee and local stakeholders to develop the updated plan review, evaluation, and implementation section for the LFUCG Hazards Mitigation Plan. We will use our specific knowledge and relationships with DEM to create an achievable plan maintenance schedule and will work hand-in-hand with the DEM to achieve that schedule.

Step 1: Formulate Plan Maintenance Procedures

- Review existing monitoring, evaluation, and ongoing public outreach procedures and provide recommendations to enhance procedures
- Develop a plan maintenance section that coordinates with the current section and provides a path for review and evaluation for LFUCG to follow for the next five years

Task 5: Develop Plan and Guide the Adoption Process

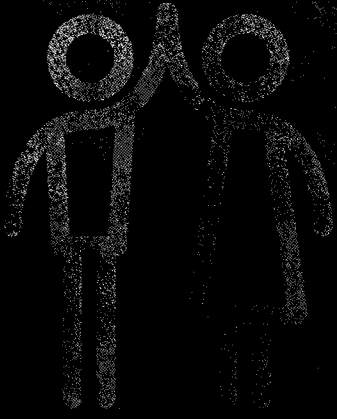
Stantec will use our local and professional experience to work collaboratively with the LFUCG Hazard Mitigation Committee and its partners to develop the draft plan. We will also guide the adoption process from plan submittal to adoption at the local level.

Step 1: Create Draft Hazard Mitigation Plan and Submit for Initial Review

- Create an aesthetically pleasing, readable document with assistance from our graphic designers and editors
- Guide LFUCG through the Local Plan Development Tool process to submit for review
- Submit draft plan to the public for review and document the comments and fixes
- Submit draft plan to KYEM for initial review
- Fix any recommended revisions from the state
- Submit plan to FEMA IV for initial review
- Fix any required revisions from FEMA IV to achieve adoption worthy plan

Step 2: Guide LFUCG Through the Adoption Process

- Once FEMA IV deems the plan adoptable, Stantec will help LFUCG through the local adoption process, including adoption by LFUCG council and approval by the mayor.



We build strong, ongoing relationships with our local minority firms, and often serve as mentors. *This relationship is good business, all around.*

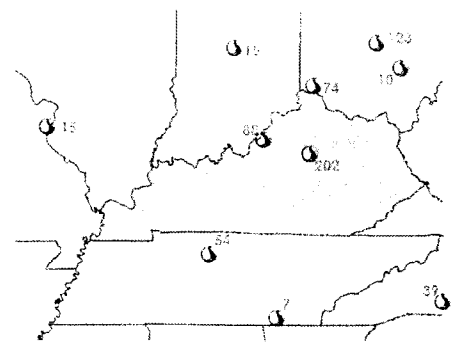
Local Employment

6

6. LOCAL EMPLOYMENT

As the largest civil engineering firm in Kentucky, Stantec has nearly 300 professionals working in Lexington and Louisville—and many more within a few hours drive of our offices. Every member of this Stantec team lives and works in Kentucky and has a proven track-record of providing quality services to LFUCG. Our experience working with LFUCG gives you the benefit of working with professionals who know your regulatory needs, processes, and systems, and can develop an adaptable and implementable plan.

Stantec recognizes LFUCG's commitment to utilizing disadvantaged business enterprises (DBE), where appropriate, on projects. To support this goal, Stantec has partnered with Integrated Engineering, PLLC (IE) for this project. IE's office is also headquartered in Lexington.



Stantec office locations and staff counts in the region.

Location of Employees

Table 6.1 summarizes the location of each of our project team members as outlined in our Organizational Chart presented in Section 2. Our locality provides the following benefits to LFUCG:

- Ready access to the key team members.
- A Hazard Mitigation consultant familiar with you/your needs and with an understanding of FEMA standards, local issues, and the creators of the CHAMPS database.
- A trusted partner with a vested interest in the success of the project. We live and work here too!

Table 6.1. Location of Employees

Name	Role	Firm	Location
Josh Human	Project Manager	Stantec	Louisville, KY
John Bucher, AICP	Task Lead- Plan Development	Stantec	Louisville, KY
Mike Greene, GISP, CFM	Task Lead- GIS/Risk Assessment	Stantec	Lexington, KY
Katherine Osborne	Task Lead-Public Engagement	Stantec	Lexington, KY
Integrated Engineering (IE)	DBE – QA/QC	IE	Lexington, KY



As your advocate on all project matters, we act as a seamless and transparent extension of your team. Fully integrated and fully committed—we are your partner every step of the way.

DBE Inclusion



Award winning SBE firm, **Integrated Engineers, PLLC (IE)**, will join Stantec to assist with LFUCG's Hazard Mitigation Grant Services. We've successfully partnered with **IE** on numerous other projects and their experience and in-house capabilities align closely with the technical needs for this project.

IE is a certified minority-owned business enterprise (MBE) established in 2005 and is headquartered in Lexington. IE offers professional engineering, surveying and landscape architecture services. IE employs a total of 33 professionals in three offices (Lexington, Louisville, and Florence, KY). IE assisted Stantec in developing your SCAP program by providing insight into the land development process and assisting in conducting Task Force meetings. IE is also currently serving as a subconsultant on your CMOM program and served in a similar capacity on your Capacity Assessment project.

IE is the recipient of LFUCG's 2016 Kentucky Minority Owned Small Business of the Year award.



LFUCG named Integrated Engineering the 2016 Kentucky Minority Owned Small Business of the Year



We're active members
of the communities
we serve. That's why
at Stantec, we always
*design with
community in mind.*

Appendices

7

AFFIDAVIT

Comes the Affiant, Joe J. Herman, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Joe J. Herman and he/she is the individual submitting the proposal or is the authorized representative of Stantec Consulting Services Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Joe Herman

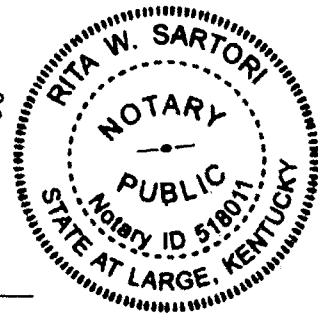
STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Joe Herman on this the 7th day
of September, 2017.

My Commission expires: August 25, 2018

Rita W Sartori
NOTARY PUBLIC, STATE AT LARGE



Name of Organization: Stantec Consulting Services Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrative/Support	19	4	14	1	0	0	0	0	0	0	0	0	0	0	0	5	14
Professionals	185	130	42	6	0	2	0	0	0	1	2	0	0	2	0	141	44
Executive/Sr. Level	14	12	2	0	0	0	0	0	0	0	0	0	0	0	0	12	2
Mid. Level Managers	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0
Operatives	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0
Technicians	53	44	6	0	0	2	0	0	0	1	0	0	0	0	0	47	6
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0
Laborers/Helpers	15	15	0	0	0	0	0	0	0	0	0	0	0	0	0	15	0
Total:	300	219	64	7	0	4	0	0	0	2	2	0	0	2	0	234	66

Prepared by: Joe J. Herman, PE **Date:** 09 / 12 / 17

(Name and Title)

Revised 2015-Dec-15

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.


Signature

Stantec Consulting Services Inc.
Name of Business

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms,

- conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.


B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this

Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.


Signature

September 12, 2017
Date

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Stantec Consulting Services Inc.

Complete Address: 3052 Beaumont Centre Circle, Lexington, KY 40513
Street City Zip

Contact Name: Joe J. Herman Title: Principal

Telephone Number: (859) 422-3000 Fax Number: 859-422-3100

Email address: Joe.Herman@stantec.com



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP #32-2017 Hazard Mitigation Grant Services

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
Integrated Engineering, PLLC Harsha Wijesiri, PE, President 166 Prosperous Place, Ste. 220 Lexington KY 40509 (859) 368-0145 harsha@int-engineering.com	DBE	QA/QC	\$8,801	10%
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Stantec Consulting Services Inc.
Company
September 12, 2017
Date

Joe J. Herman, PE
Company Representative
Principal
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP #32-2017 Hazard Mitigation Grant Services

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name Stantec Consulting Services Inc	Contact Person Joe J. Herman, PE
Address/Phone/Email 3052 Beaumont Centre Circle, Lexington, KY 40513 (859) 422-3000 joe.Herman@stantec.com	Bid Package / Bid Date RFP #32-2017 Hazard Mitigation Grant Services/9/12/17

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communicati (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Integrated Engineering, PLLC		166 Prosperous Place, Ste. 220 Lexington KY 40509						
	Harsha Wijesiri	(859) 368-0145 harsha@int-engineering.com						
			9/5/17	QA/QC	Phone	\$8,801	MBE	

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Stantec Consulting Services Inc.
Company
September 12, 2017
Date

Joe J. Herman, PE
Company Representative
Principal
Title



CERTIFICATE OF LIABILITY INSURANCE

5/1/2018

DATE (MM/DD/YYYY)
4/29/2017

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	
	INSURER B : Travelers Property Casualty Co of America	
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	NAIC #	
	16535	
	INSURER C : American Guarantee and Liab. Ins. Co.	
	25674	
	INSURER D :	
	26247	
INSURER E :		
INSURER F :		

COVERAGES	CERTIFICATE NUMBER: 14193567	REVISION NUMBER: XXXXXXXX
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div><div><input checked="" type="checkbox"/> CONTRACTUAL/CROSS</div><div><input checked="" type="checkbox"/> XCU COVERED</div><div>GEN'L AGGREGATE LIMIT APPLIES PER:</div><div><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC</div><div>OTHER:</div></div>	N	N	GLO5415704	5/1/2017	5/1/2018	<div>EACH OCCURRENCE \$ 2,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000</div> <div>MED EXP (Any one person) \$ 25,000</div> <div>PERSONAL & ADV INJURY \$ 2,000,000</div> <div>GENERAL AGGREGATE \$ 4,000,000</div> <div>PRODUCTS - COMP/OP AGG \$ 2,000,000</div> <div>\$</div>
B	<div><div><input checked="" type="checkbox"/> AUTOMOBILE LIABILITY</div><div><input checked="" type="checkbox"/> ANY AUTO</div><div><input type="checkbox"/> OWNED AUTOS ONLY</div><div><input type="checkbox"/> HIRED AUTOS ONLY</div><div><input type="checkbox"/> SCHEDULED AUTOS</div><div><input type="checkbox"/> NON-OWNED AUTOS ONLY</div></div>	N	N	TC2J-CAP-8E086819 TJ-BAP-8E086820	5/1/2017 5/1/2017	5/1/2018 5/1/2018	<div>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000</div> <div>BODILY INJURY (Per person) \$ XXXXXXXX</div> <div>BODILY INJURY (Per accident) \$ XXXXXXXX</div> <div>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX</div> <div>\$ XXXXXXXX</div>
C	<div><div><input checked="" type="checkbox"/> UMBRELLA LIAB</div><div><input checked="" type="checkbox"/> EXCESS LIAB</div><div><input checked="" type="checkbox"/> OCCUR</div><div><input type="checkbox"/> CLAIMS-MADE</div><div>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000</div></div>	N	N	AUC9184637	5/1/2017	5/1/2018	<div>EACH OCCURRENCE \$ 5,000,000</div> <div>AGGREGATE \$ 5,000,000</div> <div>\$ XXXXXXXX</div>
B B B	<div><div><div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</div><div>If yes, describe under DESCRIPTION OF OPERATIONS below</div></div><div>Y / N <input checked="" type="checkbox"/> N</div></div>	N	N / A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2017 5/1/2017	5/1/2018 5/1/2018	<div><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</div> <div>E.L. EACH ACCIDENT \$ 1,000,000</div> <div>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</div> <div>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</div>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR INFORMATIONAL PURPOSES ONLY.

CERTIFICATE HOLDER	CANCELLATION
14193567 TO WHOM IT MAY CONCERN	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



CERTIFICATE OF LIABILITY INSURANCE

10/1/2017 DATE (MM/DD/YYYY) 8/19/2016

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.

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PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		INSURER A : Lloyds of London
		INSURER B : AIG Specialty Insurance Company
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

INSURED	STANTEC CONSULTING SERVICES INC. 1414100 8211 SOUTH 48TH STREET PHOENIX AZ 85044	NAIC #
		26883

COVERAGES CERTIFICATE NUMBER: 14182571 REVISION NUMBER: XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX
							MED EXP (Any one person) \$ XXXXXXXX
							PERSONAL & ADV INJURY \$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	OTHER:						\$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
							\$
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ XXXXXXXX
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ XXXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX
							E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	GLOPR1601673	10/1/2016	10/1/2017	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
A				NO RETROACTIVE DATE			
B	Contractors Pollution Liab			CPO8085428	10/1/2016	10/1/2017	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONSULTING

CERTIFICATE HOLDER	CANCELLATION
14182571	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
TO WHOM IT MAY CONCERN	AUTHORIZED REPRESENTATIVE



Stantec Consulting Services Inc.
10509 Timberwood Circle Suite 100, Louisville KY 40223-5308

November 10, 2017

Attention: Tim Brandewie, Emergency Operations Manager, Lexington Division of Emergency Management

RE: Clarification on Hazard Mitigation Grant Services 'Purpose and Scope'

Dear Mr. Brandewie,

In order to provide some clarification on some of the wording used in Exhibit A: Purpose and Scope we wanted to provide a cover letter to help further define Stantec's roles and responsibilities. In general, there appears to be some shift in responsibilities between the Hazard Mitigation Committee and the Consultant throughout the Purpose and Scope document (Exhibit A).

In order to keep everyone on the same page during the development and management of the LFUCG Hazard Mitigation Plan we wanted to provide the following clarifying statement. Throughout the development of the LFUCG Hazard Mitigation Plan, Stantec will provide the management and oversight of the process but the city and the Hazard Mitigation Committee owns the plan and is ultimately responsible for the adoption and ownership of the information produced within.

Again, we do not think a Scope of Work change is needed but with some of the wording as it is, it was pointed out that some clarification discussions would make our Risk Management personnel more comfortable moving forward.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Josh Human", written in a cursive style.

Josh Human, Project Manager
Phone: (502) 618-5873
Email: Josh.human@stantec.com