HILLSBOROUGH COUNTY

METROPOLITAN PLANNING ORGANIZATION

PROFESSIONAL SERVICES AGREEMENT

General Transportation Planning Consultant Services

August 2020
Hillsborough County Metropolitan Planning Organization
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 10 day of August, 2020, by and between the Hillsborough County Metropolitan Planning Organization, hereinafter referred to as the “MPO”, and AECOM Technical Services Inc., hereinafter referred to as “CONSULTANT”.

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the MPO hereby retains CONSULTANT, and CONSULTANT hereby covenants to provide the professional services described herein in connection with the Hillsborough County Metropolitan Planning Organization’s General Transportation Planning Consultant Services.

SECTION I - MPO OBLIGATIONS
The MPO agrees that it shall furnish to CONSULTANT any data and other work products readily available in the MPO files pertaining to the services to be performed under this Agreement.

The Executive Director of the Metropolitan Planning Organization, hereinafter referred to as the “DIRECTOR”, shall issue written authorization to proceed, hereinafter referred to as “Notice to Proceed”, to CONSULTANT for the individual task assignment to be performed hereunder which Notice to Proceed shall specify a completion time for the work. In case of emergency, the DIRECTOR reserves the right to issue an oral Notice to Proceed to CONSULTANT with the understanding that a written Notice to Proceed shall follow immediately thereafter.

DIRECTOR shall not be obligated to assign any minimum amount of individual task assignments to CONSULTANT during the life of this Agreement and CONSULTANT agrees that it will not make any claim for damages or loss of profits due to the amount of individual task assignments assigned pursuant to this Agreement.

The MPO will furnish, without charge, the following information to the CONSULTANT for the performance of Services:

A. All criteria and full information as to the MPO’s requirements for CONSULTANT’s performance pursuant to this Agreement including objectives, constraints, budgetary limitations, and time frames.
B. Drawings, specifications, schedules, reports, socio-economic, traffic, and planning data and other information prepared by and/or for the MPO by others which are available to the MPO and which the MPO considers pertinent to the CONSULTANT’s responsibilities, pursuant to this Agreement and CONSULTANT shall have the right to rely upon the accuracy and completeness of any such materials and/or information.
SECTION II - PROFESSIONAL SERVICES

Upon delivery of a Notice to Proceed for individual task assignments from the DIRECTOR, CONSULTANT agrees to perform professional services described in Exhibit “A” hereto, hereinafter referred to as “Services”. Individual task assignments made to CONSULTANT shall be in writing on forms acceptable to the DIRECTOR which shall be included as part of the Notice to Proceed required by Section I of this Agreement, and may include data and other work product and progress requirements to be met at designated stages of completion.

In connection with Services to be rendered pursuant to this Agreement, CONSULTANT further agrees to:

A. Comply with any federal, state and local laws or ordinances applicable to the work.
B. Cooperate fully with the DIRECTOR in the scheduling and coordination of all phases of the work.
C. Report the status of the work to the DIRECTOR upon request and hold all pertinent data and other work products open for inspection by the DIRECTOR or his authorized agent at any time.
D. Submit for review, data and other work products representative of the work’s progress at the designated stages of completion, if stipulated in the Notice to Proceed. Submit for DIRECTOR’s approval the final work products upon incorporation of any modifications requested by the Director during any previous review.
E. Confer with the DIRECTOR at any time during the term of this Agreement concerning the further development and utilization of data and other work products generated by CONSULTANT pursuant to this Agreement as to interpretation and corrections of errors and omissions. CONSULTANT shall not be compensated for the correction of CONSULTANT’S errors and/or omissions.

The CONSULTANT shall ensure that all work products, contractual services documents and support forms have been prepared on PC compatible hardware, and software approved by the Director.

The CONSULTANT shall have proven familiarity with Geographic Information Systems (GIS) applications for transportation planning tasks. All GIS products shall be compatible with the Hillsborough County City-County Planning Commission’s, hereinafter referred to as the “Planning Commission”, GIS hardware and software. All GIS deliverables shall include:

- A Map Package (.mpk) for each map produced utilizing ESRI products and all data layers necessary to recreate the completed map; and
- A brief summary of methodology for each map produced, including the original name and source of data, and any data queries or selection parameters used to create or depict pertinent topic data layers within the map.

All final graphics and documents delivered to the MPO shall be in a photo ready reproducible format. In addition, all documents shall be supplied to the MPO in their original, editable,
electronic format. This includes maps, tables, graphics, photos, and other supporting information used to produce the required deliverables.

SECTION III - TIME FOR COMPLETION
The individual task assignment to be rendered by CONSULTANT under Section II of this Agreement shall commence upon delivery of a written Notice to Proceed from the DIRECTOR subsequent to the execution of this Agreement, and shall be completed within the time specified in the Notice to Proceed. CONSULTANT shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of CONSULTANT.

Nothing in this Agreement shall preclude the DIRECTOR from granting a reasonable extension of the time specified in the Notice to Proceed where appropriate to ensure full and proper completion of an individual task assignment. CONSULTANT and the MPO hereby agree that any decision by the DIRECTOR to grant or not grant an extension of time for completion of an individual task assignment shall not be a cause for claim by CONSULTANT. Any extension of time granted by the DIRECTOR shall be in writing and shall be incorporated as an addendum to the previously issued Notice to Proceed.

SECTION IV - PERSONNEL
A. CONSULTANT shall designate a qualified individual acceptable to the DIRECTOR to serve as CONSULTANT’s project manager for each individual task assignment. This individual shall be fully responsible for the day-to-day activities required for performance of the individual task assignment pursuant to a Notice to Proceed and shall serve as the primary contact for the DIRECTOR or designated MPO Project Manager.

B. The DIRECTOR shall designate a qualified member of the MPO staff to serve as the MPO’s project manager for each individual task assignment. This individual shall be fully responsible for the day-to-day activities required for performance of the individual task assignment pursuant to a Notice to Proceed and shall be the primary contact for CONSULTANT.

C. CONSULTANT shall immediately notify the DIRECTOR in the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT’s written technical proposal, and identify such personnel and his or her qualifications.

D. CONSULTANT shall notify the DIRECTOR of any proposed replacement of personnel, listed in CONSULTANT’s written technical proposal, to perform Services under this Agreement at least thirty (30) days prior to such replacement advising of the personnel to be replaced and the proposed replacement personnel.

E. If requested by the MPO or the DIRECTOR, CONSULTANT shall submit to the DIRECTOR within five (5) days of such request the qualifications of personnel proposed as replacements to personnel to perform Services under this Agreement.
F. The MPO and the DIRECTOR reserve the right to reject any proposed replacement personnel to perform Services under this Agreement. In such an event, CONSULTANT shall propose alternate replacement personnel and shall submit to the DIRECTOR the qualifications of such personnel at least thirty (30) days prior to the proposed replacement.

G. In the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT’s written technical proposal, deemed by the DIRECTOR to be necessary for the performance of an individual task assignment or the Services, and is unable to provide replacement personnel acceptable to the MPO or the DIRECTOR, this shall be a cause for cancellation of a Notice to Proceed or termination of this Agreement.

H. The MPO and the DIRECTOR reserve the right to direct CONSULTANT to remove any of its personnel from the performance of any of the Services under this Agreement. If such removal is for cause, the costs of such removal shall be borne by CONSULTANT. However, if such removal is not for cause, the cost of such removal shall be borne by the MPO.

I. CONSULTANT agrees not to contact any members of the MPO Board regarding MPO matters without first contacting the DIRECTOR.

SECTION V - COMPENSATION
The MPO agrees to pay, and CONSULTANT agrees to accept, for individual task assignment for Services rendered pursuant to this Agreement, including all or a portion of the Services described in Exhibit “A” hereto, as assigned by the DIRECTOR, and all incidental work thereto, the Lump Sum Fee negotiated by the DIRECTOR and CONSULTANT for any individual task assignments to CONSULTANT pursuant to a Notice to Proceed. Such Lump Sum Fee shall be based on the method of compensation outlined in Exhibit “B” hereto. The hourly rates for each job classification and factors for overhead, fringe benefits, and operating margin approved by the MPO Board for CONSULTANT are shown in Exhibit “C” hereto. The Lump Sum Fee shall constitute full compensation for all CONSULTANT costs associated with performance of the Services hereunder, including but not limited to, labor, overhead, computer time, and fringe benefits costs; out-of-pocket expenses such as communications, postage, printing, reproduction, etc.; and travel expenses such as airfare, car rental, lodging, meals, etc. and shall also include CONSULTANT’s profit margin in connection with the Services to be rendered pursuant to this Agreement.

SECTION VI - RETAINAGE
There will be retainage on this Agreement amounting to ten percent (10%) of all submitted invoices. This amount will be released by the Director upon satisfactory completion and delivery of all Services and deliverable products for each individual task assignment as provided in Section XXIV of this Agreement.

SECTION VII - CHANGES TO SERVICES IDENTIFIED BY A NOTICE TO PROCEED
In the event of a need to change the scope of the Services identified by a Notice to Proceed, the scope, time for completion and compensation for such work shall be described in a written negotiated change order which shall be incorporated as an addendum to the previously issued Notice to Proceed. Such written change order shall be effective and CONSULTANT shall modify its work under a Notice to Proceed to conform with the written change order upon delivery of such written change order to CONSULTANT. In the event that the DIRECTOR determines that there is a need to change the Services identified by a Notice to Proceed and a written change order cannot be negotiated to the satisfaction of the DIRECTOR and CONSULTANT, the DIRECTOR may cancel the previously issued Notice to Proceed.

SECTION VIII - RIGHT OF DECISIONS
All Services shall be performed by CONSULTANT to the reasonable satisfaction of the DIRECTOR, who shall decide all questions, difficulties, and disputes of whatever nature, including reuse of documents pursuant to Section X of this Agreement, which may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services hereunder, and the character, quality, and amount of value therein. The DIRECTOR’s decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. Adjustments of compensation and time for completion of an individual task assignments pursuant to a Notice to Proceed, due to any major changes in the Services, which might become necessary or be deemed desirable as the work progresses, shall be as provided in Section VII of this Agreement. In the event CONSULTANT does not concur with the decisions of the DIRECTOR, CONSULTANT may present any such objections in writing to the MPO in a manner consistent with Section IV of this Agreement. The DIRECTOR and CONSULTANT shall abide by the decisions of the MPO. This paragraph does not constitute a waiver of either party’s right to proceed in a court of competent jurisdiction.

SECTION IX - OWNERSHIP OF DOCUMENTS
Upon payment in accordance with the terms of this Agreement, all data and other work products developed by CONSULTANT pursuant to this Agreement shall become the property of the MPO without restrictions or limitations upon their use and shall be made available by CONSULTANT at any time upon request by the MPO; provided, however, that notwithstanding anything to the contrary in this Agreement, any preexisting proprietary rights including any application files owned by or licensed to CONSULTANT or source files owned by third party vendors to CONSULTANT shall remain the sole and exclusive property of CONSULTANT and/or such third party vendors. Reuse of such data by the MPO for any purpose other than that for which prepared shall be at the MPO’s sole risk. When all Services or any individual task assignment contemplated under this Agreement and identified in a Notice to Proceed are complete, all of the above data shall be delivered to the DIRECTOR within the time for completion specified in the Notice to Proceed.

SECTION X - REUSE OF DOCUMENTS
CONSULTANT may not reuse data or products developed under this Agreement without the written permission of the DIRECTOR; provided, however, CONSULTANT may reuse, without the
permission of the DIRECTOR, data or products included within the work product which were previously developed by CONSULTANT and which are of general applicability in its industry or proprietary to CONSULTANT.

SECTION XI - COURT APPEARANCES AND CONFERENCES
Nothing in this Agreement shall obligate CONSULTANT to prepare for or appear in litigation on behalf of the MPO except in consideration of additional compensation. The amount of such compensation shall be mutually agreed upon and described in a Supplemental Agreement subject to approval by the MPO Board. Except as otherwise provided by law, only upon said approval of a Supplemental Agreement and subsequent delivery of written authorization from the DIRECTOR shall CONSULTANT be obliged to make Court appearances on behalf of the MPO.

SECTION XII - NOTICES
Any notices, reports or other written communication from CONSULTANT shall be considered delivered when posted by certified mail or delivered in person to the DIRECTOR. Any notices, reports or other communications from the MPO to CONSULTANT shall be considered delivered when posted by certified mail to CONSULTANT at the last address left on file with the MPO or delivered in person to said CONSULTANT or CONSULTANT’s authorized representative.

SECTION XIII – CANCELLATION OR SUSPENSION OF A NOTICE TO PROCEED
The DIRECTOR shall have the authority to cancel or suspend a Notice to Proceed at the sole discretion of the DIRECTOR. In the event the DIRECTOR cancels or suspends a Notice to Proceed, CONSULTANT shall be compensated for all Services rendered consistent with the terms of this Agreement and the Notice to Proceed up to the time delivery of written notification of such cancellation or suspension except in the case of a cancellation or suspension of a Notice to Proceed based on a notification of noncompliance which is not cured or declaration of default as provided in Section XIX of this Agreement. This compensation shall be determined on the basis of the percentage of the total Services, which have been performed at the time of delivery to CONSULTANT of such notice. In the event partial payment has been made for professional Services not performed, CONSULTANT shall return such sums to the MPO within ten (10) days after delivery of written notice that such sums are due.

SECTION XIV - AUDIT AND INSPECTION OF RECORDS; PUBLIC RECORDS
A. Maintenance of Records
CONSULTANT shall maintain appropriate records with respect to wages and salaries and other reimbursable costs hereunder during the course of the Services and for three (3) years after final payment under this Agreement. Such records supported by payrolls, invoices, and other documents pertaining in whole or in part to the Services shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all other documents related to the Services. The system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied. These records are maintained for information only.

B. Accessibility of Records; Public Records
CONSULTANT shall permit the authorized representatives of the MPO and the MPO’s funding agencies to inspect all data and records relating to its performance under this Agreement. These rights of inspection shall extend for a period of three (3) years following final payment under this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 273-3774 ext.371; WilkeningC@plancom.org; 601 E. Kennedy Blvd., 18th Floor, Tampa FL 33602).

While providing services to the MPO under this Agreement, CONSULTANT will comply with Florida’s public records law, Chapter 119, Florida Statutes, and further agrees to: 1. Keep and maintain public records required by the MPO to perform the service; and 2. Upon request from the MPO’s custodian of public records, provide the MPO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the MPO; and

D. Upon completion of the contract, transfer, at no cost, to the MPO all public records in possession of the CONSULTANT or keep and maintain public records required by the MPO to perform the service. If the CONSULTANT transfers all public records to the MPO upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the MPO, upon request from the MPO’s custodian of public records, in a format that is compatible with the information technology systems of the MPO.

SECTION XV - SUBCONTRACTING
CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DIRECTOR. Work shall be performed by personnel listed in CONSULTANT’s written technical proposals or replacement personnel as provided in this Agreement. When applicable and upon receipt of such consent in writing, CONSULTANT shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.
CONSULTANT will require in any subcontracts pertaining to the Services described herein that the subconsultant will permit the MPO all the rights and privileges of this Agreement, including, but not limited to, the MPO’s right to secure materials or services from the subconsultant which might be a part of the subconsultant’s work product.

It is the policy of the Hillsborough County MPO that disadvantaged businesses, as defined in 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. Pursuant to 49 CFR 26.21(a)(1) the Hillsborough County MPO has adopted the Florida Department of Transportation Disadvantaged Business Enterprise (DBE) Program for use on US DOT-assisted contracts. FDOT triennially establishes a statewide aspirational goal that a percentage of US DOT-assisted projects be awarded to DBEs. A copy of the Hillsborough County MPO's DBE Policy Statement and the FDOT's DBE Policy Program can be viewed in the Planning Commission library or online at www.hillsboroughmpo.org. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: withholding of payments to CONSULTANT under this Agreement; Assessing sanctions; Assessing liquidated damages; and/or cancellation, termination or suspension of the Agreement in whole or in part; and/or suspension or debarment of CONSULTANT from eligibility to contract with the MPO in the future or to receive bid packages or request for proposal packages. The Florida Department of Transportation maintains a directory identifying all firms eligible to participate as DBEs as well as supportive services to assist with identification and use of DBEs. For more information, contact the FDOT Equal Opportunity Office at http://www.fdot.gov/equalopportunity/dbesbeprograms.shtm.

SECTION XVI - REPRESENTATIONS
CONSULTANT represents that no companies or persons, other than bona fide employees working solely for CONSULTANT have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. CONSULTANT also represents and agrees that no Planning Commission or MPO personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, as long as they are in the Planning Commission’s or MPO’s employment and for two (2) years thereafter, by CONSULTANT to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this section, the MPO shall have the right to terminate this Agreement without liability.

SECTION XVII - TERMINATION OF AGREEMENT
It is expressly understood and agreed that in addition to other provisions of this Agreement providing for termination by the MPO, the MPO may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days’ prior notification in writing to CONSULTANT,
by certified mail, return receipt requested. In the event of a termination of this Agreement pursuant to this Section or Section IV of this Agreement, the MPO’s sole obligation to CONSULTANT shall be payment in accordance with Section V of this Agreement, for those units or sections of the work previously authorized by a Notice to Proceed. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by CONSULTANT up to the time of termination. In the event partial payment has been made for professional Services not performed, CONSULTANT shall return such sums to the MPO within ten (10) days after delivery of written notice by certified mail, return receipt requested, that said sums are due. Upon termination, the MPO may, without penalty or other obligations to CONSULTANT, elect to employ other persons to perform the same or similar Services.

SECTION XVIII - DURATION OF AGREEMENT
This Agreement shall remain in full force and effect for a period of two years after its date of execution or until completion of all Services, whichever occurs last, unless terminated by mutual consent of the parties hereto or as otherwise provided, in this Agreement. The MPO reserves the right to renew this Agreement in one-year extensions for up to three additional years, with mutual written agreement of the parties as provided in Section XXV of this Agreement. The DIRECTOR is hereby authorized to execute said extensions on behalf of the MPO, provided that, with the exception of the expiration date, the terms of this Agreement are unchanged by any such extensions.

If CONSULTANT ceases to exist as a corporation, the MPO has the right to re-negotiate or terminate this Agreement.

SECTION XIX - DEFAULT
In the event CONSULTANT fails to comply with the provisions of this Agreement, the DIRECTOR may declare CONSULTANT in default if CONSULTANT fails to cure such noncompliance within thirty (30) days of delivery of written notification, by certified mail, return receipt requested. In such an event, CONSULTANT shall only be compensated for those Services specified in Exhibit “A” that are identified in a Notice to Proceed, which has been fully completed as of the date of default. In the event partial payment has been made for such professional Services identified in a Notice to Proceed that have not been fully completed, CONSULTANT shall return such sums to the MPO within ten (10) days after delivery of written notice, by certified mail, return receipt requested, that said sums are due. In the event of litigation to enforce this requirement, the prevailing party shall be entitled to reasonable attorney’s fees and court costs.

A declaration of default under this Agreement shall constitute a basis for termination of this Agreement by the MPO.

Failure by the MPO at any time to enforce any of the provisions of this Agreement or to take any course of action allowed by this Agreement shall not be construed as a waiver of any right the MPO may have pursuant to this Agreement. Such a failure to enforce or take any course of action allowed by this Agreement shall not affect the validity of this Agreement or any rights the MPO may have pursuant to this Agreement.
SECTION XX - INDEMNIFICATION AND INSURANCE
CONSULTANT shall indemnify and hold harmless the MPO, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the contract.

CONSULTANT shall maintain the following insurance during the term of this Agreement:

A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.
B. Professional Liability Insurance in the amount of $1,000,000 providing for all sums, which CONSULTANT shall become legally obligated to pay as damages for claims arising out of the Services, performed by CONSULTANT or any person employed by CONSULTANT in connection with this Agreement.
C. General Liability Insurance, on a commercial basis, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. The policy must be endorsed to show the MPO as additional insured.
D. Worker’s Compensation Insurance in compliance with Florida’s statutory requirements, as presently written or hereafter amended.

All insurance policies must be issued by companies with A.M. Best ratings of A- or better, Class III and authorized to do business under the laws of the State of Florida.

CONSULTANT shall furnish certificates of insurance to the MPO as Exhibit “G” to this Agreement, which certificates shall clearly indicate that CONSULTANT has obtained insurance in the type, amount, and classification as required for strict compliance with this Agreement and that no material change or cancellation of this insurance shall be effective without thirty days (30) prior written notice to the MPO.

The certificate must contain an additional clause as follows: The MPO and its members, officers and employees, the Planning Commission and its members, officers and employees have been named as additional insured as respects general and auto liability coverage.

Compliance with the foregoing requirements shall not relieve CONSULTANT of the liabilities and obligations under this Section or under any other portion of this Agreement, and the MPO shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

SECTION XXI - CERTIFICATION OF WAGE RATES
In accordance with Florida Statute 287.055, CONSULTANT hereby certifies that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section V and Exhibits “B” & “C”, are accurate, complete and current as of the date of this Agreement.

SECTION XXII - PUBLICITY, NEWS RELEASES AND CONFIDENTIAL INFORMATION
CONSULTANT will not, during or after performance of this Agreement, disseminate any information outside its organization regarding the Services without prior written approval from the DIRECTOR. CONSULTANT shall not divulge any confidential information communicated to it or used by it in connection with this Agreement, except as required by law.

SECTION XXIII - CONFLICT OF INTEREST
CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of Services. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by CONSULTANT.

During the term of this Agreement, CONSULTANT shall not act as an agent for others in any proceeding, application or matter before the MPO Board.

No member, officer or employee, of the Planning Commission or the MPO during his tenure or for two years thereafter, shall have any interest, direct or indirect in this Agreement or the proceeds thereof.

CONSULTANT agrees that it and its employees shall be bound by applicable local, state and federal laws regarding this subject of Conflict of Interest.

SECTION XXIV – FINAL ACCEPTANCE
When CONSULTANT completes an individual task assignment pursuant to a Notice to Proceed, CONSULTANT shall so advise the DIRECTOR in writing and request the release of retainage pursuant to Section VI of this Agreement. Within thirty (30) days of delivery of such notice, the Director shall release retainage or give CONSULTANT notice in writing of any individual task assignment, which, in the DIRECTOR’s sole judgment, have yet to be completed. Upon completion of such Services, CONSULTANT shall notify the DIRECTOR, and within the above specified time period the DIRECTOR shall release retainage, which shall constitute final acceptance of the specified individual task assignment. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to the MPO under any other section of this Agreement.

SECTION XXV - ENTIRETY OF AGREEMENT
This Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter herein that are not incorporated herein and superseded hereby.
No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both the MPO and CONSULTANT.

This Agreement, regardless of where executed, shall be governed by and constructed according to the laws of the State of Florida, and venue shall be in Hillsborough County, Florida.
SECTION XXVI - EXHIBITS
The following Exhibits are attached hereto and incorporated herein as integral parts of this Agreement, and CONSULTANT agrees to comply with all terms contained therein:

“A” Scope of Services
“B” Method of Compensation
“C” Approved Hourly Rates per Classification and Additive Percentages
“D” Hillsborough County EEO Requirements
“E” Federal Transit Administration Civil Rights Assurances
“F” CONSULTANT Certifications and Affidavits
“G” CONSULTANT Certificates of Insurance

IN WITNESS WHEREIN the parties hereto have executed this Agreement this ___31st___ day of August, 2020.

ATTEST:

Hillsborough County
Metropolitan Planning Organization

Reviewed as to Form and Legal Sufficiency

By: ____________________________

MPO Chairman

By: ____________________________

MPO Attorney

ATTEST:

CONSULTANT

By: ____________________________

Vice President
(title)

By: ____________________________

Lauren Brooks
(witness)
EXHIBIT “A”

SCOPE OF SERVICES
EXHIBIT “A”

SCOPE OF SERVICES
FOR
GENERAL PLANNING CONSULTANT

HILLSBOROUGH COUNTY
METROPOLITAN PLANNING ORGANIZATION

Hillsborough County
Metropolitan Planning Organization
601 E. Kennedy, 18th Floor
Tampa, Florida 33601-1110
813/272-5940
FAX NO. 813/301-7172
I. PURPOSE

The Hillsborough Metropolitan Planning Organization (MPO) in cooperation with the Florida Department of Transportation (“the Department”) requires the services of a consultant(s) to provide support for staff to accomplish various transportation planning functions approved by the MPO and relating to its Unified Planning Work Program (UPWP). Many of these tasks are required by the Moving America for Progress (MAP-21) and subsequent regulations. The work involves providing assistance to staff on a work assignment basis in a variety of planning, technical, graphical, public involvement, and product review activities. The consultant shall assist the staff by providing additional resources and expertise to accomplish negotiated individual task assignments authorized by the DIRECTOR. This scope outlines the general tasks that may be assigned to consultants under a general planning consultant contract, but should not be considered exhaustive.

II. SERVICES

A. Multimodal System and Corridor Planning (UPWP Task 2)

Crash Mitigation/Congestion Management Planning – The Consultant may assist in updating the Crash Mitigation/Congestion Management Process for Hillsborough County, to be coordinated with the rest of the region and the state. This may include developing, prioritizing, and recommending safety and transportation systems management and operations (TSMO) strategies to increase mobility within corridors and sub-areas. Work also may include developing the process and metrics for monitoring crashes and congestion causes and trends countywide, identifying strategies to target key recurring issues, developing implementation plans in collaboration with other agencies and evaluating the effectiveness of implemented strategies.

May include shorter-range operational modeling and data collection using software such as VISSIM, Synchro or AIMSUM.

Smart Cities Planning - The MPO may require assistance in planning an integrated and inter-operable Intelligent Transportation System (ITS) within Hillsborough County. This may include prioritizing and recommending User Services and Market Packages identified within the Tampa Bay Regional ITS Architecture, reviewing operations, architecture, and communications to ensure that jurisdictions’ ITS operate as an integrated system, and evaluating and assessing the performance of ITS investments. The task may require the consultant to investigate historical traffic and planning data for resources to determine appropriate measures applicable to the selection and application of User Services and Market Packages appropriate for the area and consistency with National or Regional ITS Architecture. Additional tasks may involve updating the Hillsborough County ITS
Master Plan and planning for emerging autonomous, connected, electric, shared-ride vehicle technology.

**Security, Resilience and Emergency Management Planning** – the consultant may conduct vulnerability assessments and analyze mitigation strategies, including planning-level cost estimation, economic impact and return on investments.

**Complete Streets & Non-Motorized Planning** – The consultant may develop plans and projects that increase and improve cycling and walking facilities, improve safety and the perception of safety, and create universal access. This may include analysis of bicycle and pedestrian crashes, analysis of multi-modal level of service or level of traffic stress, and latent demand analysis; trail and side path feasibility studies; evaluating the feasibility and preparing context-sensitive design plans and conceptual engineering for inclusion of bicycle, pedestrian, micro-mobility, landscaping, ADA and other treatments in roadway facilities; and developing maps that creatively display corridors for safe and efficient non-motorized travel. Also, provide assistance in preparing special analyses requested by the Bicycle and Pedestrian Advisory Committee, Livable Roadways Committee, and/or MPO.

**Intermodal / Freight Planning** – Assist the MPO with incorporating freight and goods movement needs in the transportation planning process and identifying best practices in freight and goods movement planning. Includes coordination with freight activity centers, logistics zones, seaport, airport, freight rail and intermodal facilities.

**Transit and Transportation Demand Management Planning** - Evaluate the need for transit and travel demand management (TDM) strategies in Hillsborough County. Prepare analyses such as: transit level of service; transit supportive areas and TOD; access to jobs and activity centers; supportive pedestrian and ADA compliant infrastructure; transit quality of service evaluation; long-term fixed guideway, bus rapid transit, and water transit concepts, ridership forecasts and cost estimation; bus service, facilities and other transit assets, flexible on-demand transit, paratransit, TDM concepts and strategies such as telecommuting, parking polies, carpools, vanpools, shared ride and mobility as a service, cost estimation and transit oriented development. Establish on-going monitoring systems to implement multi-modal level-of-service analysis.

**Transportation Disadvantaged Planning** - Short-range coordinated transportation disadvantaged planning pursuant to Chapter 427, Florida Statutes and Rule Chapter 41-2, FAC. Assist in preparing an updated Hillsborough County Transportation Disadvantaged Service Plan. This may include updating the document’s demographics, population forecasts, operational elements, quality assurance measures, need assessment and identifying barriers to coordination.
In addition, assist in the annual evaluation of the Transportation Disadvantaged Program Community Transportation Coordinator (CTC). In particular, collect data for performance measures including, but not limited to, reliability, service (effectiveness, efficiency, availability), and safety. Further, provide support in completing the CTC evaluation workbook. Also, provide assistance in preparing special transportation disadvantaged reports or products requested by the Transportation Disadvantaged Coordinating Board and/or MPO.

Also, may include health impact analysis and screening of proposed projects.

**Corridor, Sub-Area and Environmental Studies** - Identify policies and physical improvements that effectively support multi-modal transportation systems within major corridors and sub-areas. Analyze problems and opportunities that relate to creating a balanced and efficient transportation system in transit station areas, downtowns, business districts, schools and mixed-use activity centers. Issues include planning for major investments, policy development, multi-modal transportation systems, congestion relief, safety, aesthetics, access management, adverse impacts, lane use and urban design that supports the efficient provision and maintenance of the transportation system and other related issues. Identify potential impacts to protected populations under EJ, Title VI and related requirements. Ensure this planning process addresses the equitable distribution of mobility benefits and possible adverse environmental and health impacts. Assist in early screening of NEPA alternatives, developing purpose and needs statements and reviewing projects in for the ETDM process. Analyze mitigation strategies to reduce negative impacts to the natural and built environment, including impacts to human health.

May include air quality analysis and forecasting at the regional or corridor level.

**D. Long Range Transportation Planning and Data Monitoring (UPWP Task 3)**

In order to maintain its consistency with local government comprehensive plans and keep the plan current, cost affordable, and conforming to federal laws, it will be necessary to periodically amend or update the Long Range Transportation Plan (LRTP). Assistance may be required to analyze revenue, cost, freight, environmental impacts, air quality, conformity determination, alternative highway and transit networks, socioeconomic, community, social, security, safety and other impacts of proposed amendments to, or updates of, the LRTP. The consultant should be experienced in running, summarizing, and analyzing the results of the most current version of the Tampa Bay Regional Planning Model.

Assist in tracking the physical characteristics and operation of the transportation system, measure performance against established targets and formulate strategies to maintain the system in good repair, improve safety, preserve
capacity, and maximize choices for personal mobility. This includes data collection activities for facilities on or off the state highway system and/or compilation of existing data including, but not limited to, manual and/or automated traffic counts, vehicle classification counts, crash reports, transportation surveys, questionnaires, roadway characteristics, pavement, bridge and transit asset condition, transit operation and performance, delay, vehicle speed and travel time reliability studies, etc. Compile data on passenger and freight movements through the county’s seaports, airports, and rail systems and their impact on the highway and transit systems. Identify, validate and incorporate new or emerging data sources and means of collection. Prepare data for GIS maps, MPO website, and MPO traffic count website.

Also, the consultant may be required to analyze transportation data to determine need and priority of transportation improvements including, but not limited to, roadway, transit, and/or bicycle/pedestrian projects. The consultant may need to analyze transportation data to calculate level of service (roadway, transit, multimodal), transit ridership, accident rates, or hazard indexes, and/or latent demand for bicycle/pedestrian facilities.

Other work may include developing or reviewing socioeconomic data forecasts and/or preparation of scenario based socioeconomic datasets; preparation of associated reports, graphics, and presentation materials.

E. Public Engagement (UPWP Task 5)

Prepare creative, engaging and user-friendly public information materials, including newsletters and plan summary brochures. Draft articles appropriate for eighth-grade reading level. Prepare creative graphics. Create enhancements to MPO website. Develop feedback mechanisms such as public opinion research, online surveys, interactive displays, participatory charrettes, social media, and communications strategies and messaging. Prepare materials in a variety of formats, including foreign language translation and ADA-compliant materials. Assist in scheduling, content, media and feedback on MPO speaking engagements, public workshops and special events in a variety of venues and formats.

F. Regional Plans and Programs (UPWP Task 6)

Assist in coordinating and the development of regional plans and programs consistent with federal and state requirements. This may include work related to the:

- West Central Florida MPO Chairs Coordinating Committees
- Tampa Bay TMA Leadership Group
- Regional LRTP;
• Regional Congestion Management Process;
• Regional Multi-Use Trails;
• Regional Fixed Guideways;
• Regional Analysis of Special Use Lanes and Toll Feasibility;
• Regional Goods Movement Studies, and;
• Regional Corridor Studies and Action Plans.

G. Other Transportation Planning Assistance

The consultant may be required to perform specific technical analyses assigned by the DIRECTOR to respond to directives from the MPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public. The consultant may be requested to assist with the development or maintenance of transportation improvement prioritization and programming, air quality reports, land use and socio-economic databases, environmental justice related analysis, scopes of services, revenue and cost estimation, financial analysis, customized database programming, GIS data and mapping, shared data platforms, web applications or other special transportation surveys or studies as approved by the Director. The consultant may also be requested to assist with logistical support in setting up and participating in public hearings, meetings, and workshops.
EXHIBIT “B”

METHOD OF COMPENSATION
EXHIBIT “B”

METHOD OF COMPENSATION

I. PURPOSE

This Exhibit describes and defines the limits of compensation to be made to CONSULTANT for individual task assignment for Services outlined in Exhibit “A” and the method by which payments will be made.

II. COMPENSATION

For the satisfactory completion and delivery of individual task assignment for Services detailed in Exhibit “A” CONSULTANT shall receive compensation as follows:

The MPO agrees to pay CONSULTANT for the performance of authorized Services described in Exhibit “A”, the amount of compensation stated in the Notice to Proceed (Lump Sum Fee), but not to exceed $300,000 per individual task assignment and $2,000,000 for the life of this Agreement. For any major type of work performed by CONSULTANT that CONSULTANT is not prequalified for by FDOT compensation will not exceed $250,000 for the life of this Agreement.

III. FEE DETERMINATION

The Director and CONSULTANT shall negotiate a Lump Sum Fee. The fees shall be determined in accordance with the following procedures:

A. The amount of the Lump Sum Fee shall be the agreed staff-hour effort required for performance of an individual task assignment Services at the approved hourly rates multiplied by the factor shown in Exhibit “C” (to cover the cost of labor, overhead, fringe benefits and operating margin); plus the cost of negotiated expenses.

B. The approved hourly rates per job classification for CONSULTANT to be applied to this Agreement are specified in Exhibit “C”, attached hereto and made a part hereof.

C. Negotiated expenses may include approved miscellaneous and out-of-pocket expenses of CONSULTANT.

1. Out-of-pocket expenses, to be negotiated for this Agreement, or for any individual task assignment covered by this Agreement, including any incidental costs of printing, materials, incidental services, expendable equipment, out of town travel greater than 100 miles from Tampa and within the limits of Florida Statute 112.061, use or rental of equipment, long distance calls, and tolls anticipated by CONSULTANT shall be agreed to by the DIRECTOR as part of the Lump Sum Fee.

2. All negotiated expenses must be agreed to by the DIRECTOR as part of the Lump Sum Fee and included in any Notice to Proceed.
IV. **PROVISIONS FOR PAYMENT**

Payments shall generally be tied to delivery of interim and final work products pursuant to the provisions of a Notice to Proceed. Progress payments may be made in proportion to the percentages of work accepted by the DIRECTOR pursuant to a Notice to Proceed. Such progress payments may be made prior to completion of an individual task assignment, however invoices for such payments may not be submitted by CONSULTANT on a less than monthly basis. Final payment shall be due and payable upon satisfactory completion of any individual task assignments as approved and accepted by the DIRECTOR, as provided in Section XXIV of this Agreement.

Invoices submitted by CONSULTANT for work performed pursuant to a Notice to Proceed shall contain a progress report in sufficient detail for a proper pre-audit and post-audit to demonstrate performance by CONSULTANT of sufficient work to support the invoice.

Each individual task assignment shall be invoiced individually.

The MPO shall pay CONSULTANT within 30 days of its receipt of the CONSULTANT’S proper invoice, as defined by Section 218.72 Florida Statutes, and accompanied by a progress report.

V. **RETAINAGE**

As stated in this Agreement, Section VI.

VI. **FINAL CLOSE-OUT**

Final Audit: The MPO or its funding agencies may perform or have performed, a final audit of the records of CONSULTANT to support the compensation paid to CONSULTANT for any individual task assignment for Services. Any such audit should be performed as soon as practical after completion and acceptance of any individual task assignment pursuant to this Agreement. The final payment to CONSULTANT may be adjusted for audit results.
EXHIBIT “C”

CONSULTANT (AND SUBCONSULTANT)
APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES
## APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES

AECOM Technical Services, Inc.
(Name of Consultant/Subconsultant)

<table>
<thead>
<tr>
<th>Personnel Classification</th>
<th>Hourly Rates¹</th>
<th>Year ¹²</th>
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</thead>
<tbody>
<tr>
<td>Project Manager 1</td>
<td>$54.90</td>
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<tr>
<td>Chief Planner</td>
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<tr>
<td>Project Planner</td>
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<tr>
<td>Planner</td>
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<tr>
<td>Chief Engineer 2</td>
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<tr>
<td>Senior Engineer 1</td>
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<tr>
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<tr>
<td>Engineer 1</td>
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<tr>
<td>Graphic Designer</td>
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<td>Senior Scientist</td>
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<tr>
<td>GIS Specialist</td>
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<tr>
<td>Senior Landscape Architect</td>
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<tr>
<td>Landscape Architect</td>
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<tr>
<td>Secretary/Clerical</td>
<td>$28.20</td>
<td></td>
</tr>
</tbody>
</table>

(1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses

(2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
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</thead>
<tbody>
<tr>
<td>Salary</td>
<td>100.00%</td>
</tr>
<tr>
<td>Overhead</td>
<td>+ 131.94%</td>
</tr>
<tr>
<td>FCCM</td>
<td>+ 0.00%</td>
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<tr>
<td>Operating Margin</td>
<td>+ 39.00%</td>
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<tr>
<td>Burdened Salary³</td>
<td>= 270.94%</td>
</tr>
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(3) Burdened Salary not to exceed: 2.7094
# APPROVED HOURLY RATES PER CLASSIFICATION AND ADDITIVE PERCENTAGES

**GRESHAM SMITH**

(Name of Consultant/Subconsultant)

<table>
<thead>
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<th>PERSONNEL CLASSIFICATION</th>
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<td>Engineer 2</td>
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<td>Engineer 1</td>
<td>$41.18</td>
</tr>
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<td>Engineering Intern</td>
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</tr>
<tr>
<td>Project Planner</td>
<td>$36.54</td>
</tr>
</tbody>
</table>

(1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses

(2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

- **Salary**: 100.00%
- **Overhead**: + 159.47%
- **FCCM**: + 0.82%
- **Operating Margin**: + 31.00%
- **Burdened Salary³**: = 291.3%

(3) Burdened Salary not to exceed: **2,913**
# APPROVED HOURLY RATES PER CLASSIFICATION

AND ADDITIVE PERCENTAGES

Patel, Greene and Associates, LLC

(Name of Consultant/Subconsultant)

<table>
<thead>
<tr>
<th>Personnel Classification</th>
<th>Hourly Rates¹</th>
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</thead>
<tbody>
<tr>
<td>Chief Designer</td>
<td>$49.52</td>
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<tr>
<td>Chief Planner</td>
<td>$71.80</td>
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<tr>
<td>Engineer 1</td>
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<td>Engineer 2</td>
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<td>Engineering Intern</td>
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<td>Engineering Technician</td>
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<td>Graphic Designer</td>
<td>$24.04</td>
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<td>Secretary/Clerical</td>
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<td>Senior Designer</td>
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<td>Senior Environmental Specialist</td>
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<td>Senior Planner</td>
<td>$58.00</td>
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<tr>
<td>Technician Aid</td>
<td>$19.63</td>
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(1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses

(2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

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<th>Item</th>
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<tbody>
<tr>
<td>Salary</td>
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<tr>
<td>Overhead</td>
<td>+ 162.34%</td>
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<tr>
<td>FCCM</td>
<td>+ 1.195%</td>
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<tr>
<td>Operating Margin</td>
<td>+ 40.00%</td>
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<tr>
<td>Burdened Salary³</td>
<td>303.535%</td>
</tr>
</tbody>
</table>

(3) Burdened Salary not to exceed: 3.035
## APPROVED HOURLY RATES PER CLASSIFICATION
### AND ADDITIVE PERCENTAGES

**RS&H, Inc.**

(Title of Consultant/Subconsultant)

<table>
<thead>
<tr>
<th>PERSONNEL CLASSIFICATION</th>
<th>HOURLY RATES $</th>
<th>YEAR 1 $</th>
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<tr>
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<td>Chief Engineer 2</td>
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<td>Chief Planner</td>
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<td>Chief Scientist</td>
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<td>Engineering Technician</td>
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<td>Environmental Specialist</td>
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<td>Scientist</td>
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<tr>
<td>Senior Engineer 1</td>
<td>$59.41</td>
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(1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses

(2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

**Additive Percentages:**

<table>
<thead>
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<th>Component</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Salary</td>
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<tr>
<td>Overhead</td>
<td>+ 173.57%</td>
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<td>FCCM</td>
<td>+ 0.301%</td>
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<td>Operating Margin</td>
<td>+ 32.00%</td>
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<tr>
<td>Burdened Salary$^3$</td>
<td>= 305.87%</td>
</tr>
</tbody>
</table>

(3) Burdened Salary not to exceed: 3.0587
## APPROVED HOURLY RATES PER CLASSIFICATION AND ADDITIVE PERCENTAGES

Vrana Consulting, Inc.

(Name of Consultant/Subconsultant)

<table>
<thead>
<tr>
<th>Personnel Classification</th>
<th>Hourly Rates¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Planner</td>
<td>$50.00</td>
</tr>
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</table>

(1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses

(2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

<table>
<thead>
<tr>
<th>Additive</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Salary</td>
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<tr>
<td>Overhead</td>
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</tr>
<tr>
<td>FCCM</td>
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</tr>
<tr>
<td>Operating Margin</td>
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<tr>
<td>Burdened Salary³</td>
<td>= 239.51%</td>
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(3) Burdened Salary not to exceed: 2.3951
EXHIBIT “D”

Hillsborough County Equal Employment Opportunity Requirements
Exhibit “D”

HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

STATEMENT OF COMPLIANCE

THE PROPOSER/BIDDER REPRESENTS THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT. THE PROPOSER/BIDDER ASSURES HILLSBOROUGH COUNTY OF ITS COMPLIANCE WITH FEDERAL, STATE AND COUNTY AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. THE PROPOSER/BIDDER FURTHER ASSURES THAT IT AND ITS SUBCONTRACTOR’S/SUBRECIPIENT’S FACILITIES ARE ACCESSIBLE TO THE HANDICAPPED (IF APPLICABLE).

INSTRUCTIONS

As a proposer/contractor with the County, you are urged to carefully review the Equal Employment Opportunity Affirmative Action Questionnaire and respond to it as it relates to your own employment practices.

Please note particularly that:

1. Where federally-assisted contracts are involved, the proposer/contractor is bound by Revised Order No. 4 (41 CFR Part 60-2) and Executive Order 11246 of September 24, 1965 as amended, by Executive Orders 11375 and 12086; or Title VI of the Civil Rights Act of 1964 and Federal contract Compliance “bid conditions” in the proposal package.

2. The proposer/contractor must complete ALL forms of this Equal Employment Opportunity Affirmative Action Questionnaire if the total amount of the contract is equal to or exceeds $10,000.

If at any time there arises a question, problem or need for assistance in meeting the equal opportunity requirements on County contracts, please contact Hillsborough County’s Economic Development Department, DM/DWBE & SBE Programs Section, P.O. Box 1110, Tampa, Florida 33601, (813) 272-5969.
EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE

PROJECT: Hillsborough County Metropolitan Planning Organization General Transportation Planning Consultant Services

FIRM’S CIVIL RIGHTS STATUS

All responding firms are requested to carefully review the following questions and provide responses as it relates to the firm’s own affirmative action and equal opportunity practices.

Please respond to the following:

1. Provide a copy of your organization’s Affirmative Action Plan or Program. (If not submitted within the past twelve (12) months.) * The 2019 Affirmative Action Program for AECOM is attached (see ATTACHMENT D-1). The 2020 Program will be available at the end of July.

2. Workforce Analysis by race/sex and EEO Category. See page D-4.

3. If organization receives federal/state/local funding, please list source and dollar amount. Not applicable.

4. Name of person designated as EEO representative. Lisa O. Boecker, Senior Director, Employee Relations & Compliance

5. Is the organization receptive to on-site reviews? Yes.

6. Does the organization have a procedure for resolving discrimination complaints? Yes.

7. Has your firm been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where? Yes.

<table>
<thead>
<tr>
<th>How many charges</th>
<th>Nature of charge</th>
<th>When</th>
<th>Where</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Discrimination and Retaliation</td>
<td>January 2019</td>
<td>Florida</td>
</tr>
</tbody>
</table>

8. Do you anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions. No.

9. Please provide a copy of the company’s Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer. (If not submitted within the past twelve (12) months). See ATTACHMENT D-1.

* A written Affirmative Action Plan or Program is required if the firm has fifteen (15) or more employees. If the firm has fewer than fifteen (15) employees, then an Affirmative Action Policy Statement is required.
SANCTIONS AND PENALTIES

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Purchasing Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Purchasing Manual.

2. The Board of County Commissioners encourages each proposer/bidder to submit EEO documentation with the bid.

3. The Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.
### FIRM NAME:  
**AECOM Technical Services, Inc.**

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>TOTAL EMPLOYEES</th>
<th>MALES</th>
<th>FEMALES</th>
<th>WHT</th>
<th>BLK</th>
<th>HISP</th>
<th>API</th>
<th>AI</th>
<th>WHT</th>
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<td>Officials &amp; Managers</td>
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**HISP:** Hispanic  
**API:** Asian/Pacific Islander  
**AI:** American Indian

Job categories as provided herein are those categories identified and used in EEO (1-6) reporting requirements, required from employers by the Federal government.

**(DO NOT LEAVE THIS PAGE BLANK)**
AFFIRMATIVE ACTION PROGRAMS

AECOM Technical Services Inc.

Tampa, FL

January 1, 2019 through December 31, 2019
AFFIRMATIVE ACTION PROGRAM
FOR MINORITIES & WOMEN

AECOM Technical Services Inc.
Tampa, FL

January 1, 2019 through December 31, 2019
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Preface

AECOM Technical Services Inc. (also referred to as the Company) is fully committed to the concept and practice of equal opportunity and affirmative action.

In the preparation of this Affirmative Action Program (AAP), AECOM Technical Services Inc. has been guided by Executive Order 11246 and its implementing regulations. Nothing contained in this AAP or its supporting data should be construed as an admission by the Company, in whole or in part, that it has contravened any federal, state or local employment practice laws.

In developing and implementing the AAP, the Company has been guided by its established policy of providing equal employment opportunity. Nothing herein is intended to sanction the discriminatory treatment of any person. Indeed, all employment decisions at the Company are made based on job related criteria. Thus, this AAP has been developed in strict reliance upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission ("EEOC") (29 C.F.R. Part 1608).

While AECOM Technical Services Inc. firmly believes in wide dissemination of its affirmative action policies and equal employment opportunity practices, this AAP contains certain proprietary information relating to the Company’s business that must be kept confidential. The detailed information provided in good faith as a part of the AAP contains specific information that, if disseminated, could be detrimental to the competitive and business interests of AECOM Technical Services Inc..

Therefore, even though the Company is justifiably proud of its efforts described in the following pages, this AAP and its support data are to be disclosed to individuals, companies and government agencies only where such individuals or entities have a legitimate business interest or legal entitlement to the information. AECOM Technical Services Inc. specifically requests the following:

- If this AAP or any supporting data or documentation is submitted to Office of Federal Contract Compliance Programs ("OFCCP") pursuant to the Executive Order, the Rehabilitation Act, the Vietnam Era Veterans’ Readjustment Assistance Act, and/or any implementing regulations (as any or all may have been or may be amended), those documents and the information they contain are to be considered confidential and not subject to disclosure without notifying AECOM Technical Services Inc. of the agency’s decision to disclose and providing the Company with ample time to contest the disclosure. Advance notice of disclosure should be sent to Rebecca Devivo. The Company requests this information be treated as exempt from public disclosure under the Freedom of Information Act, 5 U.S.C. §552.

- If this AAP or any supporting data or documentation is supplied by Company to another government contractor, EEOC or fair employment practices agency representatives, or any other person, it is not to be copied, reproduced, or disclosed by such persons without prior notification to AECOM Technical Services Inc..

- No information contained in the AAP or any supporting data or documentation is to be copied, removed from the premises, or released to other individuals without a prior notification to and permission from AECOM Technical Services Inc..

- Reports that require specific data, such as names of employees and salary information, are not an official part of this AAP. This information is on file at the Company as Documentation and Supporting Data for AAP Reports and is available for review only
as required by law.

This AAP does not constitute an express or implied contract between the Company and its employees, job applicants, or other persons, nor does it change in any way the basic at will employment relationship all Company employees have with the Company. Nothing in this AAP creates a private right of action on behalf of any individual group against the Company.
Introduction

Ever committed to affirmative action, AECOM Technical Services Inc. has prepared this AAP to cover employees reporting to and/or working in Tampa, FL. This plan also covers employees working in other establishments who report to managers included in this plan. In accordance with 41 C.F.R. 60-2.1, employees included in AAPs other than where they are located are listed in the annotated employee list reports. These reports identify the actual location of such employees.

As detailed in the Job Group Analysis, this AAP covers 319 employees including 61 (19.12%) minorities and 86 (26.96%) women. It is expected these employees will help us to reach mutual goals of profitability and efficiency, resulting in both business and personal growth. As described in detail in the Plan that follows, the management of AECOM Technical Services Inc. has a continuing commitment to the practice and implemented action of this AAP.
Statement of Commitment from AECOM's Chief Executive Officer

It is the policy of AECOM not to discriminate or allow the harassment of employees or applicants on the basis of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application procedures, hiring, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the job. This policy applies to all jobs at the Company. The Company will continue to ensure that individuals are employed, and that employees are treated during employment, without regard to their sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law in all employment practices as follows:

Employment decisions at the Company are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, promotion, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination because of any basis protected by law. Employees may choose to voluntarily disclose their sex, race, national origin, disability and protected veteran status at any time by contacting Human Resources. Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions. Employees and applicants with disabilities and disabled veterans are encouraged to inform Human Resources if they need a reasonable accommodation to perform a job for which they are otherwise qualified. The Company makes, and will continue to make, reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities and disabled veterans, unless such accommodations would impose an undue hardship on the operations of the Company's business.

As AECOM's Chairman and Chief Executive Officer, I am fully committed to the principles of equal employment opportunity and affirmative action. I have appointed EEO Officers responsible for supporting the successful implementation of the Company’s Affirmative Action Plans (APPs). Those EEO Officers work with Affirmative Action Coordinators at various locations of the Company, with joint responsibility for implementation of the Company’s affirmative action activities. The EEO Officers and Affirmative Action Coordinators have the full support of top management and the staff necessary to fully implement this Program. All managers and supervisors will take an active part in the Company’s AAPs to ensure qualified employees and prospective employees are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, AECOM will solicit the cooperation and support of all employees for the Company’s Equal Employment Opportunity and Affirmative Action Policy.
Our Affirmative Action Plans include an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. The Affirmative Action Coordinator is responsible for periodically reviewing progress in the compliance and implementation of the policy of affirmative action. In accordance with public law, the Company’s program of affirmative action for qualified individuals with disabilities and the program of affirmative action for protected veterans are available for inspection in the Human Resources Department, Monday through Friday, from 9:00 a.m. to 5:00 p.m. upon request.

In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, Executive Order 11246, all as amended, and/or any other federal, state, or local law or regulation regarding Equal Employment Opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations. AECOM will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Michael S. Burke
January 2019
Religious and National Origin Discrimination Policy
41 C.F.R. 60-50.1 – 60.50.5

Pursuant to the Company’s equal employment opportunity and affirmative action policy, we have adopted the following policy prohibiting religious and national discrimination and harassment in the workplace. This policy applies to all terms and conditions of employment, including but not limited to, recruitment, hiring, promotion, transfer, demotion, layoff or recall from layoff, termination, wage and benefit administration, and selection for training or other employment opportunities. In furtherance of our commitment to ensuring equal employment opportunity regardless of national origin or religious beliefs, we will take the following steps, as appropriate:

- Recruit individuals for all positions without regard to their national origin or religious beliefs
- Review employment practices and personnel policies to ensure that applicants and employees are not discriminated against or harassed on the basis of religion or national origin
- Provide qualified employees with an equal opportunity to any available job without regard to their religion or national origin
- Administer employment opportunities, wages, hours, conditions of employment, retirement programs, and other employee benefits regardless of religion or national origin
- Develop written policies which prohibit unwelcome verbal or physical conduct based on religion or national origin and take reasonable steps to prevent such harassment occurring
- Explain the Company’s commitment to equal employment opportunity to supervisors and employees and request their support
- Develop reasonable internal procedures to monitor our implementation of the Company’s equal employment opportunity and affirmative action policy
- Inform all recruitment sources of the Company’s commitment to equal employment opportunity and seek their assistance and support of AECOM Technical Services Inc.’s commitment to providing equal employment opportunity without regard to national origin or religion
- Endeavor to make reasonable accommodations to religious observations and practices of an employee or prospective employee unless doing so would pose an undue hardship on the Company’s business.
Responsibility for Implementation
41 C.F.R. 60-2.17

Lisa Boecker, Sr. Director, Employee Relations and Compliance, has overall responsibility for implementation of the Equal Employment Opportunity Policy and the AAP. The Company has assigned primary management responsibility and accountability for ensuring full compliance with the Program to Rebecca Devivo, the Affirmative Action Coordinator of the Company. As Affirmative Action Coordinator, Rebecca Devivo has the authority, resources, support of and access to top management necessary to ensure the effective implementation of the AAP. The Sr. Director, Employee Relations and Compliance actively supports the program and provides assistance whenever it is needed, making managers and supervisors aware of the program and requesting their cooperation and assistance. The name of the Affirmative Action Coordinator appears on internal and external communications on the Company’s Equal Employment Opportunity Policy and AAP.

With regard to the Tampa, FL AAP, Lisa Boecker works closely with Rebecca Devivo to implement the programs which are specific to the Company. Rebecca Devivo, together with the Human Resources staff, has primary responsibility for implementing programs at the Company.

The duties of the Affirmative Action Coordinator and designees include:

- Developing policy statements, AAPs, and internal and external modes of communication
- Overseeing regular discussions with local managers, supervisors, and employees to ensure the Company’s policies are being followed
- Training personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure the commitments in the Company’s affirmative action program are implemented
- Advising supervisors that the Company is obligated to prevent discrimination and harassment of employees
- Identifying, in conjunction with line management any problem areas in implementing the AAP, and developing solutions
- Identifying any barriers to employment for protected individuals and assisting managers in developing solutions to ensure that all individuals benefit from equal employment opportunities
- Designing and implementing an internal audit and reporting system that will measure the effectiveness of the Company’s Program, indicate the need for remedial action, determine the degree to which the Company’s objectives have been attained, determine whether all employees have had the opportunity to participate in Company-sponsored educational, training, recreational, and social activities, and ensure each Company location is in compliance with applicable laws and regulations
- Serving as liaison between the Company and enforcement agencies, and between the Company and organizations of and for minorities or women
- Encouraging active involvement by Company representatives in the community service programs of local organizations of and for minorities and women
• Ensuring posters and notices are properly displayed or disseminated in ways that are accessible and understandable to applicants and employees

• Keeping management informed of the latest developments in affirmative action.

The Company recognizes the cooperation of department supervisors and line managers is required to reach the full potential of this AAP. Therefore, supervisors and managers are expected to:

• Assist the Affirmative Action Coordinator in the identification of any problem areas and help eliminate any barriers to equal employment opportunity

• Whenever possible, become involved in local minority organizations, women’s organizations, community action groups, and community service programs

• Work with the Affirmative Action Coordinator to periodically review hiring and promotion patterns and training programs to isolate impediments to the attainment of affirmative action placement goals and objectives. Results from these reviews are communicated through appropriate management meetings

• Review the qualifications of applicants and employees in a nondiscriminatory manner with regard to hire, promotion, transfer and termination

• Provide career counseling for employees as needed

• Adhere to the Company’s policy of equal employment opportunity for all employees and ensure the policy is understood, supported, and adhered to by the employees they supervise

• Take action to prevent the discrimination and harassment of employees based on protected characteristics or due to a perception that an individual might have been the beneficiary of the Company’s affirmative action efforts.
Organizational Profile  
41 C.F.R. 60-2.11

As one of the diagnostic components of AECOM Technical Services Inc.’s AAP, and to conform to applicable regulations, the Company has completed a profile of the workforce at the Tampa, FL establishment. The organizational profile is an overview of the staffing patterns at this establishment, and is used to determine whether there are areas in the workforce where individuals are underrepresented or concentrated by gender or race. To complete our organizational profile we have elected to follow the Workforce Analysis methodology.

The following charts set forth our Workforce Analysis. The analysis identifies the departments at the Tampa, FL establishment and for each department lists all job titles from lowest to highest paid. For each job title, we provide the following data: the total number of incumbents, the total number of male and female incumbents, and the total number of male and female incumbents by racial/ethnic group.

We have included a chart identifying the employees included in this AAP who work at other AECOM Technical Services Inc. locations but are covered by this AAP, and those employees who work at locations covered by this AAP but who, in accordance with 41 C.F.R. 60-2.1, are included in another AECOM Technical Services Inc. AAP. This chart sets forth the locations where the employees are actually working and/or the AAP in which they are included.
Job Group Analysis
41 C.F.R. 60-2.12

As the second diagnostic component of our AAP we have conducted a job group analysis. The job group analysis is the first step in comparing the representation of minorities and women in the workforce covered by this AAP with the estimate of the available qualified minorities and women who could be employed by AECOM Technical Services Inc. in positions covered by this AAP.

In designing our job groups we considered similarities of duties and opportunities.

Although not a determinative factor in designing job groups, we also attempted to create job groups large enough to conduct appropriate analysis.

The following charts identify the job groups created for this AAP, the job titles that comprise each job group, and the percentage of minority incumbents and the percentage of female incumbents in each job group.

We have included a chart identifying the employees included in this AAP who work at other AECOM Technical Services Inc. locations and those employees who work at locations but are covered by this AAP covered by this AAP but who, in accordance with 41 C.F.R. 60-2.1, are included in another AECOM Technical Services Inc. AAP. This chart sets forth the locations where the employees are actually working and/or the AAP in which they are included.
Availability Analysis
41 C.F.R. 60-2.14

The availability analysis is a part of the Incumbency vs. Estimated Availability Analysis - the final diagnostic component of this AAP. The purpose of the availability analysis is to establish a benchmark against which the demographic composition of the Company’s workforce may be compared to determine whether barriers to equal employment opportunity may exist within particular job groups.

Pursuant to applicable regulations, the availability analysis for each job group examines two potential areas of availability: individuals with the requisite skills outside the establishment (external availability) and those within the establishment who are promotable, transferable, and/or trainable (internal availability). In determining availability, we have selected our reasonable recruitment area and our pool of promotable, transferable, and trainable employees in such a way as not to exclude qualified minorities and women. Moreover, when determining external availability we have used as our source of data the most current and discrete statistical information available. For this availability analysis, we have used the EEO Tabulation 2006-2010 American Community Survey data. Finally, where a job group is composed of different job titles that carry different availability rates, we calculated a composite availability figure. We arrived at the composite availability figure by determining the proportion of the job group incumbents employed in each job title, weighting the availability for each job title by the proportion of incumbents employed in that title, and adding together the weighted availability estimates.

A brief written rationale for the selection of the recruitment areas and internal pools by job group follows:

1.2A - First/Mid Lvl Officials & Mgrs-Managerial
Factor 1: Tampa- St. Petersburg-Clearwater, FL Metropolitan Statistical Area- This is the geographical area from which the Company usually seeks or reasonably would seek workers to fill positions in job group 1.2A - First/Mid Lvl Officials & Mgrs-Managerial. This area was chosen based on current practices and was drawn in such a way as not to have the effect of excluding minorities or women.
Factor 2: Feeder Job Computations- There are no feeder positions for this job group.

1.2B - First/Mid Lvl Off. & Mgrs-Tech Discpln Ldrshp
Factor 1: Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area- This is the geographical area from which the Company usually seeks or reasonably would seek workers to fill positions in job group 1.2B - First/Mid Lvl Off. & Mgrs-Tech Discpln Ldrshp. This area was chosen based on current practices and was drawn in such a way as not to have the effect of excluding minorities or women.
Factor 2: Feeder Job Computations- There are no feeder positions for this job group.

2A - Professionals-Professional
Factor 1: Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area- This is the geographical area from which the Company usually seeks or reasonably would seek workers to fill positions in job group 2A - Professionals-Professional. This area was chosen based on current practices and was drawn in such a way as not to have the effect of excluding minorities or women.
Factor 2: Feeder Job Computations- There are no feeder positions for this job group.

2B - Professionals-Specialist
Factor 1: Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area- This is the
geographical area from which the Company usually seeks or reasonably would seek workers to fill positions in job group 2B - Professionals-Specialist. This area was chosen based on current practices and was drawn in such a way as not to have the effect of excluding minorities or women.

Factor 2: *Feeder Job Computations* - There are no feeder positions for this job group.

3 - Technicians (Non-union)

Factor 1: *Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area* - This is the geographical area from which the Company usually seeks or reasonably would seek workers to fill positions in job group 3 - Technicians (Non-union). This area was chosen based on current practices and was drawn in such a way as not to have the effect of excluding minorities or women.

Factor 2: *Feeder Job Computations* - There are no feeder positions for this job group.

5 - Admin. Support Workers (Non-Union)

Factor 1: *Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area* - This is the geographical area from which the Company usually seeks or reasonably would seek workers to fill positions in job group 5 - Admin. Support Workers (Non-Union). This area was chosen based on current practices and was drawn in such a way as not to have the effect of excluding minorities or women.

Factor 2: *Feeder Job Computations* - There are no feeder positions for this job group.
Comparison of Incumbency vs. Estimated Availability
41 C.F.R. 60-2.15

AECOM Technical Services Inc. has compared the representation of minorities and women in each job group with their representation among those identified in the availability analysis as available for employment in the job group. Where actual representation was less than the calculated availability, the Company determined whether the difference was greater than could reasonably be expected. The comparison of availability with actual representation follows:
Placement Goals
41 C.F.R. 60-2.16

As required by applicable regulations, AECOM Technical Services Inc. has established placement goals where the actual representation of women or minorities in a job group is less than would be reasonably expected based on calculated availability.

In establishing placement goals, we applied the following principles:

- When the percentage of minorities or women employed in a particular job group is less than would reasonably be expected, given their availability percentage in that job group, the Company established a percentage annual placement goal at least equal to the availability figure derived for women or minorities, as appropriate, for that job group.

- Placement goals are not quotas that must be met, nor are they to be considered as either a ceiling or a floor for the employment of particular groups.

- In all employment decisions, the Company makes selections in a nondiscriminatory manner. Placement goals do not provide a justification to extend a preference to any individual, select an individual, or adversely affect an individual's employment status, on the basis of that individual's sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or other characteristic protected by law.

- Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.

- Placement goals are not used to supersede merit selection principles, nor do these placement goals require the Company to hire a person who lacks qualifications to perform the job successfully or hire a less qualified person in preference to a more qualified one.

As is described in more detail in the Action Oriented Program section of this AAP, where a placement goal is set, the Company will develop action oriented steps to increase the recruitment and training of minorities or women, or both.
Identification of Problem Areas by Organizational Unit and Job Group
41 C.F.R. 60-2.17(b)

We have conducted analyses of our total employment process, including evaluating the workforce by organizational unit and job group, personnel activity, compensation systems, and other personnel procedures to determine whether and where impediments to equal employment opportunity exist.

An analysis of each of these processes follows.

Composition of the Workforce by Organizational Unit

Of the 27 departments in this AAP, 11 or 40.74% include minorities, and 17 or 62.96% include females. Our analysis by organizational unit reveals that minorities and women are not significantly underrepresented or concentrated in any particular organizational unit. This analysis suggests that there is no policy or practice excluding minorities or women from any departments, nor is there any racial or sexual discrimination in the selection process.

Composition of the Workforce by Job Group

Pursuant to OFCCP regulations, we have conducted an availability analysis by job group, taking into account both external and internal availability, and have compared incumbency to estimated availability to determine placement goals. The descriptions of Factor 1 and Factor 2 by job group are summarized in the Availability Analysis. Our findings are as follows:

- Our analysis indicates that, for minorities, incumbency is less than availability by a statistically significant amount in job group 3.

- Our analysis of incumbency vs. estimated availability indicates that in some cases, incumbency is less than estimated availability, however, our more detailed analysis concludes that there is no significant problem concerning female utilization.

- The Company has established affirmative action placement goals and programs to address any areas of underutilization, and will continue to make a good faith effort to reach the placement goals established by implementing action oriented programs, which are detailed elsewhere in this AAP.

Analysis of Progress Towards Prior Year Goals

In establishing placement goals, the following principles apply:

- When the percentage of minorities or women employed in a particular job group is less than would reasonably be expected given their availability percentage in that job group, the Company has established an annual percentage placement goal at least equal to the availability figure derived for women or minorities, as appropriate, for that job group.

- Placement goals are not quotas that must be met, nor are they to be considered as either a ceiling or a floor for the employment of particular groups.

- In all employment decisions, the Company makes selections in a nondiscriminatory manner. Placement goals do not provide a justification to extend a preference to any individual, select an individual, or adversely affect an individual’s employment status, on the basis of that individual’s sex, gender identity, sexual orientation, race,
color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law.

- Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.

- Placement goals are not used to supersede merit selection principles, nor do these placement goals require the Company to hire a person who lacks qualifications to perform the job successfully or hire a less qualified person in preference to a more qualified one.

A review of progress and goal attainment by job group for the period from January 01, 2018 to December 31, 2018 reveals the following:
Personnel Activity

The Company has analyzed additional personnel activities to determine whether and where impediments to equal employment opportunity exist and whether there are significant selection disparities by race/ethnicity or gender. These activities include applicant flow, hires, promotions, terminations, and other personnel actions.

Applicant Flow

During the plan year, January 01, 2018 to December 31, 2018, the Company listed all non-executive positions lasting three days or more not expected to be filled from within the appropriate state employment service delivery system. The Company accepted applications for open positions, and all persons interested in obtaining employment with the Company were advised to apply according to the Company’s current policy. Applications and complete records have been kept to ensure goals of equal employment opportunity are being applied to this reflecting process.

The Company believes applicant flow is not and will not be a problem area. Our analysis reveals that the percentage of minority and female applicants compares very favorably with the general availability in the respective categories. The Company's success in implementing and communicating affirmative action and outreach efforts.

The following report summarizes applicant flow by job group:
Hires

The Human Resources Department develops all procedures and all hiring at the Company is conducted on the basis of nondiscriminatory criteria. Specifically, the following criteria and procedures have resulted in hiring decisions that are free of discrimination:

- Job descriptions have been reviewed and revised to make sure duties are accurately described, that the experience and education requirements are job related, and that all incumbents meet minimum job requirements. Job titles have and will continue to be written without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law.

- Application forms have been reviewed to ensure all requested information is job related, and the forms comply with all applicable laws. In addition, all forms state the Company is an Equal Opportunity/Affirmative Action Employer.

- AECOM Technical Services Inc. representatives who are involved in the selection process have been briefed on the Company's obligations.

- Where applicable, tests have been reviewed and are administered and conducted in a non-discriminatory manner.

- All employees are encouraged to refer qualified applicants to the Company for employment. In addition, the Company has formal recruitment procedures to apprise minority and women's groups, educational institutions, and other referral sources of openings.

- Placing an applicant in a specific job in a department is the responsibility of management. Hiring decisions are based on the applicants knowledge, skills, abilities, and any other job related criteria.

A review of external hires for the prior plan year indicates that selection decisions were made in a non-discriminatory manner. There were 40 new employees hired during the period from January 01, 2018 to December 31, 2018 including 10 minorities at 25% and 10 women at 25%.

The following report summarizes hiring activity by job group:
Promotion Practices

A review of promotion data indicates these selection decisions are being made in a non-discriminatory manner. To ensure that such decisions are being made in a non-discriminatory manner, the following equal employment opportunity practices are in place:

- The Company provides every reasonable opportunity for employees to advance. In this regard, training and other developmental opportunities are offered.

- Employees are encouraged to contact their supervisor and/or the Human Resources Department, at any time, should they desire information relative to another position within the Company.

- Management initiated promotions are based on performance and other job related criteria without discrimination on account of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law.

- Most promotional opportunities are posted, providing all interested employees with an opportunity to apply and call their special skills to the attention of the manager.

- The Company’s career development program enables all employees to designate career paths and positions for which they wish to be considered.

A summary of promotion actions for the year is included on the following page:
Compensation Systems

As part of its affirmative action obligations, the Company has reviewed its compensation systems to determine whether those systems are being administered without regard to an individual's sex, race, ethnicity, or other characteristic protected by law. Our analysis did not identify any significant problem areas. If the Company discovers significant compensation system differences between individuals who are similarly situated, it will determine whether they are the result of legitimate, nondiscriminatory factors.

Terminations

The Company has evaluated its termination practices to determine whether there are disparities on the basis of sex, race or ethnicity. When terminations or reductions in force are necessary, the Company makes its decisions without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law.

A report summarizing terminations by job group follows:
Outreach Recruitment and Other Good Faith Efforts

AECOM Technical Services Inc. has reviewed its employment practices to determine whether its personnel programs are designed to effectively recruit and advance in employment protected individuals. While the Company believes there are no deficiencies in its current employment practices with respect to applicants and employees who are protected individuals, it engages in outreach, positive recruitment, and internal and external dissemination programs to augment its existing affirmative efforts. The Company engages in or has made plans to implement the following activities:

- Written notification of Company’s affirmative action policy is sent to all subcontractors, including subcontracting vendors and suppliers, and requests appropriate action on their part. AECOM Technical Services Inc. makes the Equal Employment Opportunity Clause part of all covered contracts and purchase orders, and requires all qualified contractors and subcontractors to develop and maintain a written AAP.

- AECOM Technical Services Inc. advertisements or solicitations for prospective employees indicate that AECOM Technical Services Inc. is an equal opportunity employer.

- The Company will inform recruiting sources of AECOM Technical Services Inc.’s policy of affirmative action for protected individuals. Recruiting sources will be requested to actively recruit and refer qualified protected individuals for all positions.

- AECOM Technical Services Inc. will identify local organizations and/or community agencies known to specialize in placing and/or developing training programs for protected individuals and send them notices of vacant positions. When appropriate, the Company will invite community service and other outreach partners to tour the office and discuss the Company, job recruitment needs, selection process, and other details related to recruitment and placement. In the event a partner is unable to schedule an on-site meeting, the Company will suggest a telephone meeting so they can better identify qualified individuals for our positions.

- When the Company recruits at colleges and universities, it will incorporate efforts to reach students who are covered by this AAP.


- AECOM Technical Services Inc.’s policy on equal employment opportunity and affirmative action is posted on Company bulletin boards. The posting includes a statement that employees and applicants are protected from coercion, intimidation, and interference or discrimination for filing a complaint or assisting in an investigation under Executive Order 11246, as amended. The Company also posts a copy of the policy in electronic format in a conspicuous location on the Company intranet, along with other employment forms, and otherwise ensures all off-site personnel have a copy of or the ability to view the policy.
• The Company’s employment application and electronic application processes include information about the AECOM Technical Services Inc.’s commitment to equal employment opportunity and affirmative action.

• All other required affirmative action notices and policy statements are posted on Company bulletin boards and are updated annually.

• Executives, management officials, supervisors, and other employees of the Company are encouraged to assist in the effort to disseminate AECOM Technical Services Inc.’s policy of affirmative action to appropriate individuals outside of the Company. Meetings with executive management and supervisory personnel will be conducted at least annually to explain the Company’s policy of affirmative action, to make clear the Sr. Director, Employee Relations and Compliance’s support for the policy, and to impart to these personnel their responsibility in making the AAP a success.

• AECOM Technical Services Inc. will seek to include individuals covered by this AAP when employees are pictured in consumer and personnel recruitment advertising.

• The Company will communicate to employees its obligation to take affirmative action to employ protected individuals and will encourage employee referral of covered applicants.

• An invitation to participate in AECOM Technical Services Inc.’s policy of affirmative action is disseminated to all applicants, as well as to all employees once the Company has extended a job offer, but before beginning employment duties.

• All personnel and employment records made or kept by the Company are retained for the required period as mandated by OFCCP regulations.

• The Company files annual EEO-1 and veteran employment reports with the appropriate agencies.
Development and Implementation of Action Oriented Programs
41 C.F.R. 60-2.17

The Company has developed and executed action oriented programs designed to correct any problem areas that may exist. These programs, which are listed below, demonstrate our good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results.

The Company has analyzed and will continue to analyze all positions and prepare written descriptions to accurately reflect position functions. Due to the use of a position description format, they are and will continue to be consistent for the same position from one organizational unit to another.

Job descriptions have been and will continue to be reviewed to determine the knowledge, skills, abilities, and other requirements necessary for the adequate performance of every job. Specifications will continue to be consistent for the same job title in all organizational units and will not contain any requirements that would result in discrimination on the basis of sex, gender, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law.

Job descriptions are available to incumbents and all members of management involved in the recruiting, screening, selection, and promotion process. Job descriptions are also made available to employees, applicants, and recruiting sources as appropriate.

The Company has carefully evaluated the total selection process and found it to be free from discrimination.

- We have instructed all supervisory personnel to ensure elimination of discrimination in all personnel actions in which they are involved.
- Any tests administered by the Company are job related and given to all applicants for applicable positions.
- Application forms do not contain questions with potential discriminatory effects.
- The Company does not and will not use any selection techniques that can be improperly used to discriminate against minority groups or women.

The Company has evaluated its techniques for improving recruitment and increasing the flow of qualified minority or female applicants through the following:

- Minority and women, as well as non-minority and male, employees are actively encouraged to refer applicants to our organization.
- The Company relies on the State Department of Employment as well as job fairs and recruiting programs sponsored by local community colleges and other community organizations.
- The Company provides an orientation program to inform new employees of their equal employment responsibilities, promotional opportunities, Company rules, ways to alleviate any problems that might arise, and any other issues related to affirmative action compliance.
- Local organizations will be contacted for referrals of potential minority and female employees.
• The Company utilizes the Internet to identify targeted recruitment sites for qualified minority and female applicants.

• Furthermore, we plan to take the following additional steps to ensure adequate representation of all minorities and women:
  o Where placement goals exist as defined by the OFCCP, we will continue to contact universities and two- and four-year local colleges, vocational technical schools, high schools, local business schools, and state and community organizations which attract qualified minority and female students. We will advise these institutions of our desire to fill job openings in these classifications with minority and female employees. When possible, we will continue to participate in job fair and career day activities and we will consider relevant work experience programs.

• We will continue to contact our normal sources of recruitment (e.g., State Employment) and advise them that under the AAP we are specifically seeking to employ minorities and/or women for job openings. During the period from January 01, 2018 to December 31, 2018, targeted recruitment activities were conducted.

The Company has implemented the following programs and procedures to guarantee minority and female employees are given equal opportunities for promotion:

• On-the-job training is provided to all qualified employees to assist them in developing the necessary knowledge and skills for promotion to higher level jobs. In addition, a tuition reimbursement benefit is also available to all qualified employees.

• The Company utilizes a formal performance evaluation program for all employees. In addition, management and supervisors are trained on the basic methodology of performance evaluation.

• Neither minority nor female employees are required to possess higher qualifications than those of the lowest qualified incumbent in the job for which they apply.

• Seniority practices are not a problem since the Company has no formal seniority system. Promotions are based on merit selection principles.

• We will continue to make opportunities for advancement into more stimulating positions widely known through our career development process and by encouraging minorities and women to take advantage of these opportunities.

• Special internal training programs are provided as necessary to ensure the achievement of our placement goals. Programs are offered to eligible employees without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by applicable law.

• We will continue to participate in targeted external training programs.
Internal Audit and Reporting System
41 C.F.R. 60-2.17

It is the responsibility of the Company’s Affirmative Action Coordinator to monitor employment and personnel practices to ensure compliance with applicable regulations and adherence to the Company’s Affirmative Action Policy, and to measure the effectiveness of AECOM Technical Services Inc.’s AAP.

The Company’s audit and reporting system is designed and implemented to:

• Measure the effectiveness of the AAP
• Identify any need for remedial action
• Determine the degree to which the Company’s objectives are being attained
• Determine whether protected individuals have had the full opportunity to equal employment and to participate in all Company sponsored educational, training, recreational, and social activities
• Measure the Company's compliance with the AAP's specific obligations
• Document the actions taken to monitor the Company's compliance with the AAP’s specific obligations.

In order to measure the effectiveness of the AAP, Company may take the following actions:

• Audits its voluntary self-identification process to monitor the number of individuals who choose to self-identify and evaluates whether changes could be made to Company’s self-identification process to encourage greater voluntary self-identification
• Monitors records of applicant flow, referrals, placements, rejected offers, training, transfers, promotions, terminations, and any layoffs or recalls to evaluate the degree to which equal employment opportunity and organizational objectives are being obtained
• Reports on the organization's progress towards equal employment opportunity, and any identified problem areas, to top management and those involved in the selection process, so that immediate and appropriate steps can be taken to resolve any issues
• Examines available utilization and benchmark data regarding protected individuals and develops action-oriented programs to address any areas of underutilization
• Reviews available data computations and analyses regarding applicants and hires
• Reviews the effectiveness of its recruitment and outreach activities
• Audits its communications with vendors and subcontractors to ensure that such communications reflect the Company's commitment to equal employment opportunity and affirmative action
• Audits its communications with applicants and employees to ensure that such communications reflect the Company’s commitment to equal employment opportunity and affirmative action
• Audits its job listings to ensure that the postings reflect the Company's commitment to equal employment opportunity and affirmative action, and that such postings are timely
listed with the appropriate state employment delivery system

- Audits its personnel policies to ensure that such policies reflect the Company’s commitment to equal employment opportunity and affirmative action
- Audits its personnel processes to ensure that individuals have equal opportunity in employment without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law
- Audits any mental and physical qualifications to ensure that they are job-related and consistent with business necessity

Where the affirmative action program is found to be deficient, Company shall endeavor to undertake necessary action to bring the program into compliance.
Conclusion

The AAP year, January 1, 2019 through December 31, 2019, shows a continued commitment to equal employment opportunity and affirmative action, and has strong plans to ensure both corporate and employee success.

Through its Affirmative Action Coordinator, Rebecca Devivo, the Company will continue to communicate its policies, both within the organization and to the community in which it works. The Sr. Director, Employee Relations and Compliance affords the Affirmative Action Coordinator full authority to take action to implement the plan and to pursue solutions to problems that might impede the progress of this plan.

At the close of AECOM Technical Services Inc.'s most recent plan year, an analysis of the composition of the workforce was undertaken. The workforce was analyzed by job group and by department to determine the employment of minorities and women, and to identify if placement goals are indicated when compared to the appropriate available workforce. This analysis revealed one area in which the difference between incumbency vs. estimated availability was statistically significant, showing that for the overwhelming majority of the workforce, employment levels of women and minorities are representative of our recruiting population. Nonetheless, the Company expects to continue its successful outreach efforts and to ensure all applicants and employees are treated fairly, based on job related criteria and without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by applicable law.

The Company is mindful of the fact that continued achievements in the area of equal employment opportunity and affirmative action are important. As a result, we have included additional action oriented plans and programs for recruiting, communication, and reporting, to ensure that our compliance with affirmative action continues in good stead.

Finally, it should be noted the Company’s thorough analysis of its workforce reveals that AECOM Technical Services Inc. is in full compliance with sex discrimination guidelines and that there is no evidence of discrimination in any form against female employees. As outlined in this AAP, AECOM Technical Services Inc. is ready and willing to make affirmative action both a commitment and a continued reality.
AFFIRMATIVE ACTION PROGRAM
FOR
INDIVIDUALS WITH DISABILITIES

AECOM Technical Services Inc.
Tampa, FL

January 1, 2019 through December 31, 2019
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Preface

AECOM Technical Services Inc. (also referred to as the Company) is committed to the concept and practice of equal opportunity and affirmative action. In the preparation of this Affirmative Action Program (AAP), we have been guided by Section 503 of the Rehabilitation Act of 1973 (as amended) (29 U.S.C. § 793) and its implementing regulations (41 C.F.R. Part 60-741). Nothing contained in this AAP or its supporting data should be construed as an admission by the Company, in whole or in part, that it has contravened any federal, state, or local employment practice laws.

In developing and implementing this AAP, AECOM Technical Services Inc, has been guided by its established policy of providing equal employment opportunity. Nothing herein is intended to sanction the discriminatory treatment of any person. Thus, this AAP has been developed in strict reliance upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission (“EEOC”) (29 C.F.R. Part 1608).

While the Company firmly believes in dissemination of its affirmative action policies and equal employment opportunity practices and makes the non-data components of this AAP available for review to employees and applicants upon request, the AAP remains a Company proprietary document. Moreover, the data on which the Company has relied in preparing this AAP are confidential and sensitive, and the Company believes release of the data would subject the Company to commercial harm. Therefore, the following is requested:

- If this AAP or any supporting data or documentation are submitted to Office of Federal Contract Compliance Programs (OFCCP) pursuant to the Executive Order, the Rehabilitation Act, The Vietnam Era Veterans’ Readjustment Assistance Act and/or any implementing regulations (as any or all have been or may be amended), those documents and the information they contain are to be considered confidential and not subject to disclosure without notifying the Company of the agency's decision to disclose and providing the Company with ample time to contest the disclosure. Advance notice of disclosure should be sent to Rebecca Devivo. The Company requests this information be treated as exempt from public disclosure under the Freedom of Information Act, 5 U.S.C. § 552.

- If this AAP or any supporting data or documentation is supplied by Company to another government contractor, EEOC or fair employment practices agency representatives, or any other person, it is not to be copied, reproduced, or disclosed by such persons without prior notification to the Company.

- No information contained in the AAP or any supporting data or documentation is to be copied, removed from the premises, or released to other individuals without a prior notification to and permission from the Company.

- Reports that require specific data, such as names of employees and salary information, are not an official part of this AAP. This information is on file at the Company as Documentation and Supporting Data for AAP Reports and is available for review only as required by law.

This AAP does not constitute an express or implied contract between the Company and its employees, job applicants, or other persons, nor does it change in any way the basic at will employment relationship all Company employees have with the Company. Nothing in this AAP creates a private right of action on behalf of any individual or group against the Company.
Statement of Commitment from AECOM’s Chief Executive Officer

It is the policy of AECOM not to discriminate or allow the harassment of employees or applicants on the basis of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application procedures, hiring, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the job. This policy applies to all jobs at the Company. The Company will continue to ensure that individuals are employed, and that employees are treated during employment, without regard to their sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law in all employment practices as follows:

Employment decisions at the Company are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, promotion, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination because of any basis protected by law. Employees may choose to voluntarily disclose their sex, race, national origin, disability and protected veteran status at any time by contacting Human Resources. Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions. Employees and applicants with disabilities and disabled veterans are encouraged to inform Human Resources if they need a reasonable accommodation to perform a job for which they are otherwise qualified. The Company makes, and will continue to make, reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities and disabled veterans, unless such accommodations would impose an undue hardship on the operations of the Company’s business.

As AECOM’s Chairman and Chief Executive Officer, I am fully committed to the principles of equal employment opportunity and affirmative action. I have appointed EEO Officers responsible for supporting the successful implementation of the Company’s Affirmative Action Plans (APPs). Those EEO Officers work with Affirmative Action Coordinators at various locations of the Company, with joint responsibility for implementation of the Company’s affirmative action activities. The EEO Officers and Affirmative Action Coordinators have the full support of top management and the staff necessary to fully implement this Program. All managers and supervisors will take an active part in the Company’s AAPs to ensure qualified employees and prospective employees are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, AECOM will solicit the cooperation and support of all employees for the Company’s Equal Employment Opportunity and Affirmative Action Policy.
Our Affirmative Action Plans include an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. The Affirmative Action Coordinator is responsible for periodically reviewing progress in the compliance and implementation of the policy of affirmative action. In accordance with public law, the Company’s program of affirmative action for qualified individuals with disabilities and the program of affirmative action for protected veterans are available for inspection in the Human Resources Department, Monday through Friday, from 9:00 a.m. to 5:00 p.m. upon request.

In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, Executive Order 11246, all as amended, and/or any other federal, state, or local law or regulation regarding Equal Employment Opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations. AECOM will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Michael S. Burke
January 2019
Definitions
41 C.F.R. 60-741.2

“DISABILITY” means, generally, (i) a physical or mental impairment that substantially limits one or more of an individual's major life activities, (ii) a record of such impairment, or (iii) being regarded as having such impairment.

For the purposes of this Program, a disability is substantially limiting if it substantially impairs the ability of an individual to perform a major life activity as compared to most people in the general population. An impairment need not prevent, or significantly or severely restrict the individual from performing a major life activity to be considered substantially limiting.

For the purposes of this Program, major life activities include but are not limited to the operation of a major bodily function, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working.

“A QUALIFIED INDIVIDUAL” means an individual who satisfies the requisite skill, experience, education, and other job related requirements for the particular position he/she holds or desires and who is capable of performing the essential functions of that position, with or without reasonable accommodation for any disability.
Responsibility for Implementation
41 C.F.R. 60-741.44(i)

Lisa Boecker, Sr. Director, Employee Relations and Compliance, has overall responsibility for implementation of the Equal Employment Opportunity Policy and the AAP. The Company has assigned primary management responsibility and accountability for ensuring full compliance with the Program to Rebecca Devivo, the Affirmative Action Coordinator of the Company. As Affirmative Action Coordinator, Rebecca Devivo has the authority, resources, support of and access to top management necessary to ensure the effective implementation of the AAP. The Sr. Director, Employee Relations and Compliance actively supports the program and provides assistance whenever it is needed, making managers and supervisors aware of the program and requesting their cooperation and assistance. The identity of the Affirmative Action Coordinator appears on internal and external communications regarding the Company's Equal Employment Opportunity Policy and AAP.

With regard to the Company AAP, Lisa Boecker works closely with the Affirmative Action Coordinator to implement the programs which are specific to the Company. Rebecca Devivo, together with the Human Resources staff, has primary responsibility for implementing programs at the Company.

The duties of the Affirmative Action Coordinator and designees include:

- **Developing policy statements, AAPs, and internal and external modes of communication**
- **Overseeing regular discussions with local managers, supervisors, and employees to ensure the Company's policies are being followed**
- **Training personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure the commitments in the Company's affirmative action program are implemented**
- **Advising supervisors their affirmative action efforts and results are a component of their performance evaluations, and the Company is obligated to prevent discrimination and harassment of employees**
- **Identifying, in conjunction with line management, any problem areas in implementing the AAP, and developing solutions**
- **Identifying any barriers to employment for individuals with known disabilities and assisting managers in developing possible reasonable accommodations to ensure that individuals with disabilities benefit from equal employment opportunities**
- **Designing and implementing an internal audit and reporting system that will measure the effectiveness of the Company's Program, indicate the need for remedial action, determine the degree to which the Company's objectives have been attained, determine whether employees with known disabilities have the opportunity to participate in Company-sponsored employment, educational, training, recreational, and social activities, and ensure each location is in compliance with applicable laws and regulations**
- **Serving as liaison between the Company and enforcement agencies, and between the Company and organizations of and for persons with disabilities**
- **Encouraging active involvement by Company representatives in the community service**
programs of local organizations of and for individuals with disabilities

- Ensuring posters and notices are properly displayed or disseminated in ways that are accessible and understandable to applicants and employees, and

- Keeping management informed of developments in the affirmative action area.

The responsibilities of managers and supervisors under this AAP include:

- Taking action to prevent the discrimination and harassment of employees

- Ensuring their departments fully comply with the spirit and letter of the affirmative action program and policies

- Reviewing the qualifications of all applicants and employees to make sure qualified individuals are treated in a nondiscriminatory manner with regard to hire, promotion, transfer and termination

- Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee's performance of his or her job duties and responsibilities, and

- Working with the Affirmative Action Coordinator or Human Resources Manager and qualified employees or applicants with disabilities to determine appropriate reasonable accommodations if they are necessary for performance of the job and/or the recruitment process.
Request for Self-Identification
41 C.F.R. 60-741.42

In order to notify applicants and employees of the existence of and the opportunity to participate in this affirmative action program and to provide sufficient data to allow AECOM Technical Services Inc. to measure and improve, if necessary, the effectiveness of the Company’s affirmative action efforts, AECOM Technical Services Inc. invites applicants and employees to complete an invitation to self-identify status as a person with a disability as follows:

- When an applicant applies or is considered for employment, the Company provides the applicant with a copy form CC-305 at the same time the Company invites the applicant to self-identify race, ethnicity, sex, and veteran status.

- Following an offer of employment but before the individual begins his/her job duties, the Company provides an additional copy of form CC-305.

- Recognizing an individual's status regarding disability may change over time and/or an employee may feel more comfortable disclosing an existing disability after being employed for a period of time, the Company also sends a copy of form CC-305 to all employees at least once every five years. In addition, the Company posts a copy of the Invitation to Self-Identify and at least once during the five-year intervals between workplace surveys, sends a written reminder to employees that they may voluntarily update their disability status.

The Company keeps all self-identification information confidential and maintains it in a data analysis file rather than in individual employee personnel or medical files.
Review of Personnel Processes
41 C.F.R. 60-741.44(b)

AECOM Technical Services Inc. periodically reviews its personnel procedures to determine whether they ensure the careful, thorough, and systematic consideration of the job qualifications of employees or applicants with known disabilities for jobs filled either through vacancy or promotion and for educational or training opportunities. The Company ensures that its personnel processes facilitate the implementation of the affirmative action program.

Vacancies are advertised, and applications are accepted from any interested person. AECOM Technical Services Inc.'s employment application, the careers section of its website, and all advertisements include a non-discrimination statement to further assure applicants of the Company's policy of equal employment opportunity. An EEO statement will be included in other recruitment literature should the Company use such documents in the future. All non-executive positions lasting three days or more not expected to be filled from within will be referred to the appropriate state employment service delivery system. In addition, to ensure qualified individuals with disabilities are aware of openings, the Company will send vacancy announcements to selected sources listed in the Outreach, Positive Recruitment, and External Dissemination of Policy section of this Affirmative Action Program.

The disability of any otherwise qualified individual who applies for any vacancy, promotion, transfer, or training opportunity will not be a factor in employment decisions. The Company periodically reviews any physical and mental job qualifications to ensure they do not tend to screen out individuals with disabilities for reasons that are not job related or consistent with business necessity, or do not relate to ensuring the safe performance of the essential functions of the job. The Company makes any necessary modifications to ensure applicants and employees receive equal opportunity in the operation of our personnel processes, and that persons with disabilities are not stereotyped in a manner that limits their access to jobs for which they are qualified.

The Company also ensures applicants and employees with disabilities who meet job qualifications have equal access to its personnel process, including those implemented through information and communication technologies, and provides necessary reasonable accommodation to ensure that applicants and employees with disabilities receive equal opportunity in the operation of personnel processes. Finally, the Company makes sure its personnel processes do not limit, segregate, or classify an employee or job applicant in a way that adversely affects employment opportunities or status on the basis of disability.
Review of Physical and Mental Job Requirements
41 C.F.R. 60-741.44(c)

AECOM Technical Services Inc. reviews physical and mental job qualification requirements as job qualification requirements are established or revised to ensure qualification requirements do not screen out qualified individuals with disabilities or qualified disabled veterans for reasons that are not job related or consistent with business necessity and the safe performance of the essential functions of the job. This review occurs at regular intervals throughout each calendar year, such as when a job may be advertised or filled through hiring or promotion, when the duties of a position are significantly revised, and when considering requests for reasonable accommodation related to the performance of the functions of a position.

AECOM Technical Services Inc. also regularly reviews its personnel processes to ensure any medical exams or inquiries are conducted in accordance with the Section 503 regulations. Information regarding the medical condition or history of an individual obtained as a result of any such inquiry or exam is collected and maintained on separate forms and in separated medical files and treated as a confidential medical record.

To the extent any physical or mental job qualification measurements are found to potentially screen out qualified individuals with disabilities or qualified disabled veterans in the selection of employees or applicants for employment or in other changes in employment status, such as promotion or training, AECOM Technical Services Inc. will ensure the requirements are related to the specific job for which the individual is being considered and are consistent with business necessity and the safe performance of the job.

To date, no qualification requirements have been identified that are likely to have a screening effect. All job qualification requirements have been found to be job related, consistent with business necessity, or required for the safe performance of the job.
Reasonable Accommodations
41 C.F.R. 60-741.44(d)

AECOM Technical Services Inc. has made and will continue to make reasonable accommodations, which do not impose undue hardships on its business, to the known physical and mental limitations of otherwise qualified employees and job applicants.

Included among the specific accommodations for qualified individuals with disabilities that have been implemented are the following:

- Short- and long-term disability programs provide pay for eligible employees absent due to disability.
- A personal leave policy enables eligible employees to accumulate paid time off to be used for medical appointments or personal illness.
- A medical leave of absence is available to any employee who provides medical documentation of disability, where the requested absence constitutes a reasonable accommodation.
- Adaptive equipment, such as supportive desk chairs, special computer monitors and/or keyboards, is made available when necessary to enable an employee to perform an essential job function.
- Should reasonable accommodations be necessary to facilitate access to work areas by qualified employees or applicants with known disabilities, the Company will take reasonable steps to provide such accommodations.
- If necessary to accommodate a disability, the Company will redesign jobs to eliminate nonessential functions, unless the redesign creates an undue hardship.
- The Company will arrange suitable work hours for employees returning from sick leave, leave of absence, and long-term disability where that arrangement constitutes a reasonable accommodation.
- The Company will accommodate employees with disabilities by allowing a reasonable amount of time off for physicians' visits.
- Special parking for individuals with disabilities is available at AECOM Technical Services Inc.
- The Company’s online application system makes clear to all applicants that if they are unable to fully use the automated system, they may follow specified alternate procedures so that they receive equal opportunity to apply for and be fully considered for all jobs.
- The Company has designed its online application system and its internal information and communication technologies to increase the accessibility of those systems.

If an individual has a disability, the Company encourages the individual to tell us about (i) any special methods, skills, and procedures which qualify him or her for positions which he or she might not otherwise be able to do, so that he or she can be considered for any position of that kind, and (ii) the reasonable accommodations which would enable the individual to perform the job properly and safely. Such accommodations may include special equipment, changes in the physical layout of the job, elimination of certain nonessential duties related to the job, or other
reasonable accommodations.

The Company informs employees and applicants of its desire to discuss reasonable accommodations in various ways, including through our Policy Statement and on the Invitation to Self-Identify. Both the Policy Statement and the Invitation to Self-Identify are provided to employees and applicants, and posted for to employees. Individuals interested in discussing accommodations may contact Rebecca Devivo, the Affirmative Action Coordinator, the Human Resources Department, and/or the individual’s supervisor. Managers and supervisors are trained to ensure that they know what to do if an employee or applicant makes a request for a reasonable accommodation so that such requests are processed swiftly.

Where an employee with a known disability is having significant difficulty performing their job and the Company reasonably concludes that the performance issues may be related to the known disability, the Company may notify the employee of the performance problem and confidentially inquire whether the problem is related to the employee’s disability. If the employee indicates that their disability is impacting performance, the Company will engage in confidential discussions with the employee regarding whether the employee requires reasonable accommodations to improve performance.
Compensation
41 C.F.R. 60-741.21(a)(9)

In offering employment or promotions, AECOM Technical Services Inc. does not reduce the amount of compensation offered to individuals with disabilities because of any disability income, pension, or other benefit the employee receives from another source. Similarly, the Company does not reduce the amount of compensation offered to an employee or applicant because of the actual or anticipated cost of a reasonable accommodation needed, requested, or anticipated.
Internal Communication Procedure

The Company has developed an internal communication procedure whereby all employees, including individuals with disabilities, can raise issues or claims that may arise during the course of their employment. General communications procedures encourage any and all employees, including those with disabilities, to discuss such issues or claims. All matters brought to the attention of the Affirmative Action Coordinator will be confidentially addressed.
Harassment
41 C.F.R. 60-741.44(e)

AECOM Technical Services Inc. has developed and implemented policies and procedures to ensure employees who are individuals with disabilities are not harassed because of their disability status.

A copy of the Company's Equal Employment Opportunity and Affirmative Action Policy Statement forbidding harassment against individuals based on protected characteristics is included in this AAP.
Training
41 C.F.R. 60-741.44(j)

The Company trains personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure the commitments in the Company’s AAP are implemented.
Internal Dissemination of Policy
41 C.F.R. 60-741.44(g)

The Company recognizes that, however strong its outreach program, internal support from
supervisory management and other employees is necessary to ensure maximum effectiveness
of its AAP for individuals with disabilities. So that these employees' awareness of the needs of
individuals with disabilities can be increased and employee participation in the program is
increased, the Company will utilize the following procedures to maximize the internal
implementation and dissemination of its Equal Employment Opportunity and Affirmative Action
Policy:

- The Company includes a copy of the policy statement in its Policy Manual.
- AECOM Technical Services Inc.'s policy on equal employment opportunity and
  affirmative action for individuals with disabilities is posted on Company bulletin boards.
  The posting includes a statement that employees and applicants are protected from
  coercion, intimidation, and interference or discrimination for filing a complaint or
  assisting in an investigation under the Rehabilitation Act of 1973, as amended.
- The Company posts a copy of the policy in electronic format in a conspicuous location
  on the Company intranet, along with other employment forms, and otherwise ensures
  all of its personnel have a copy of or the ability to view the policy.
- The Company's electronic applicant process includes information about the Company's
  commitment to equal opportunity and affirmative action.
- The Company will communicate to employees its obligation to take affirmative action to
  employ qualified individuals with disabilities and will encourage employee referral of
  covered applicants.
- AECOM Technical Services Inc. will invite employees who are individuals with
  disabilities to participate in the AAP.
- Meetings with executive management and supervisory personnel will be conducted at
  least annually to explain the Company's policy of affirmative action, to make clear the
  CEO's support for the policy, and to impart to these personnel their responsibility in
  making the AAP a success.
- An invitation to participate in AECOM Technical Services Inc.'s policy of affirmative
  action is disseminated to all applicants, as well as to all employees once the Company
  has extended a job offer, but before beginning employment duties. In addition, in
  recognition that an individual's disability status may change and/or that employees may
  feel more comfortable disclosing an existing disability after a period of time in the
  Company, the Company posts a copy of the invitation to participate in the affirmative
  action program and distributes the invitation to all current employees at least once
  every five years.
- When applicable, AECOM Technical Services Inc. publicizes the policy in Company
  publications.
- The policy is discussed in both new employee orientation and management training
  programs.
- When applicable, Company publications include articles on accomplishments of all
  employees, including individuals with disabilities.
If the Company has or becomes party to collective bargaining agreements, union officials will be informed the Company is bound by the terms of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment persons with disabilities, and the Company will not discriminate against individuals with physical or mental disabilities. For those sites that are not subject to a collective bargaining agreement, no notification of union officials is necessary.
Outreach, Positive Recruitment and External Dissemination of Policy
41 C.F.R. 60-741.44(f)

AECOM Technical Services Inc. has reviewed its employment practices to determine whether its personnel programs are designed to effectively recruit and advance in employment qualified individuals with disabilities. While the Company believes there are no deficiencies in its current employment practices with respect to applicants and employees with disabilities, it engages in outreach, positive recruitment, and external dissemination programs to augment its existing affirmative efforts. For example, the Company sends written notification of its affirmative action policy to all subcontractors, including subcontracting vendors and suppliers, and requests appropriate action on their part. In addition, the Company engages in or has made plans to implement the following activities:

- Executives, management officials, supervisors, and other employees of the Company are encouraged to assist in the effort to disseminate AECOM Technical Services Inc.'s policy of affirmative action to appropriate individuals outside of the Company.

- The Company will inform recruiting sources of AECOM Technical Services Inc.'s policy of affirmative action for individuals with disabilities. Recruiting sources will be requested to actively recruit and refer qualified individuals with disabilities for all positions.

- AECOM Technical Services Inc. makes the Equal Employment Opportunity Clause part of all covered contracts and purchase orders.

- AECOM Technical Services Inc. will identify local organizations and/or community agencies known to specialize placing and/or developing training programs for individuals with disabilities and send them notices of vacant positions. Examples of these outreach efforts include:
  - State Vocational Rehabilitation Service agencies, mental health agencies, and/or developmental disabilities agencies in the states covered by this AAP
  - Employment One-Stop Career Centers in the states covered by this AAP
  - Department of Veterans Affairs offices close to the facilities covered in this AAP
  - Private recruitment sources, such as professional organizations or employment placement services that specialize in placement of individuals with disabilities

- When appropriate, the Company will invite community service and other outreach partners to tour the office and discuss our Company, job recruitment needs, selection process, and other details related to recruitment and placement. In the event a partner is unable to schedule an on-site meeting, the Company will suggest a telephone meeting so they can better identify qualified individuals for our positions.

- When appropriate, AECOM Technical Services Inc. will include disabled individuals when employees are pictured in consumer and personnel recruitment advertising.

- AECOM Technical Services Inc. makes reasonable accommodations for qualified individuals with disabilities.

- AECOM Technical Services Inc. advertisements or solicitations for prospective employees indicate that Company is an equal opportunity employer.

- As described in more detail in Exhibit B, AECOM Technical Services Inc. evaluates the
effectiveness of its outreach and recruitment efforts to determine if its affirmative action objectives are being met, and makes appropriate changes.
Data Collection Analysis
41 C.F.R. 60-741.44(k)

AECOM Technical Services Inc. documents computations or comparisons pertaining to applicants and hires on an annual basis and maintains the documentation for a period of three years.
Utilization Analysis
41 C.F.R. 60-741.45

AECOM Technical Services Inc. will compare the representation of employees with known disabilities in our workforce with the utilization goal identified by Office of Federal Contract Compliance Programs in effect at the start of this Affirmative Action Program year. In conducting this analysis, the following principles apply:

- The purpose of the utilization goal established by OFCCP is to provide a benchmark against which the Company may measure the representation of individuals with disabilities in its workforce.

- OFCCP believes the utilization goal serves as an equal employment opportunity objective that should be attainable through the use of the affirmative action measures included in this Affirmative Action Program.

- The utilization goal is not a quota that must be met, nor is it to be considered as a ceiling that limits or restricts the employment of individuals with disabilities.

- In all employment decisions, the Company makes selections in a nondiscriminatory manner. Utilization goals do not provide a justification to extend a preference to any individual, select an individual, or adversely affect an individual's employment status, on the basis of that individual's disability status.

- Utilization goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.

- Utilization goals are not used to supersede merit selection principles, nor do these utilization goals require the Company to hire a person who lacks qualifications to perform the job successfully or hire a less qualified person in preference to a more qualified one.

- A finding that the utilization goal has not been attained in the workforce does not constitute either a finding or admission of discrimination.
Identification of Problem Areas
41 C.F.R. 60-741.45(e)

When the Utilization Analysis conducted in accordance with the regulations indicates the representation of individuals with known disabilities is less than the current goal identified by OFCCP, the Company will take steps to assess whether and where impediments to equal employment opportunity exist, including the following, as appropriate:

- Sources which have provided limited qualified candidates will be reviewed, and the Affirmative Action Coordinator will identify actions which may increase the number of qualified applicants received.
- The Affirmative Action Coordinator will review positions or job groups that require specialized skill sets or physical requirements.
- Our affirmative action program audit will be reviewed.
- The Affirmative Action Coordinator will review our personnel processes to ensure the careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities and that no barriers to equal employment opportunities exist.

Based on this analysis, we have developed and will execute the action oriented programs described in this AAP.
Development and Execution of Action-Oriented Programs
41 C.F.R. 60-741.45(f)

To demonstrate our good faith efforts to expand employment opportunities for individuals with disabilities and to produce measurable results, the Company developed and executed the following action oriented programs, as appropriate:

- The Company will continue to analyze all positions and prepare written descriptions to accurately reflect position functions and to ensure any physical or mental requirements are job related and consistent with business necessity.

- Job descriptions will continue to be reviewed to determine the knowledge, skills, abilities, and other requirements necessary for the adequate performance of the job. Specifications will continue to be consistent for the same job title and will not contain any requirements that would result in discrimination on the basis of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, and/or protected veteran status, or any other characteristic protected by law.

- Job descriptions are available to incumbents and all members of management involved in the recruiting, screening, selection, and promotion process. Job descriptions are also made available to employees, applicants, and recruiting sources as appropriate.

- The Company has carefully evaluated the total selection process and found it to be free from discrimination:
  - We have instructed supervisory personnel to ensure elimination of discrimination in personnel actions in which they are involved.
  - Application forms do not contain questions with potential discriminatory effects.
  - All parts of the selection process are free from stereotyping of individuals with disabilities in a manner which limits their access to jobs for which they are qualified.
  - The Company does not and will not use any selection techniques that can be improperly used to discriminate against individuals with disabilities.

- The Company has evaluated its techniques for improving recruitment and increasing the flow of qualified applicants with disabilities through the following:
  - All employees are actively encouraged to refer applicants to the Company.
  - The Company lists all required positions with the appropriate state workforce agency and state disability agency.
  - The Company provides copies of policies to inform new employees of their equal employment rights and responsibilities, right to request reasonable accommodation, promotional opportunities, Company rules, and ways to alleviate any problems that might arise.
  - The Company identifies alternative or additional outreach and recruitment efforts to increase recruitment of individuals with disabilities.

- The Company has implemented the following programs and procedures to ensure employees with disabilities are given equal opportunities for promotion:
o On-the-job training is provided to all qualified employees to assist them in developing the necessary knowledge and skills for promotion to higher level jobs. In addition, a tuition reimbursement benefit is available to all qualified employees.

o The Company utilizes a formal performance evaluation program for all employees. Management and supervisors are trained on the basic methodology of performance evaluation.

o Employees with known disabilities are not required to possess higher qualifications than those of the lowest qualified incumbent in the job for which they apply.

o Seniority practices are not a problem since the Company has no formal seniority system. Promotions are based on merit selection principles.

o We will continue to make opportunities for advancement widely known through our internal posting process which encourages all employees, including employees with disabilities, to apply for any open position for which they are qualified with or without reasonable accommodation.

o We have assessed our personnel processes, and have concluded our personnel processes continue to ensure the careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities and that no barriers to employment exist.
Monitoring and Reporting Systems
41 C.F.R. 60-741.44(h)

It is the responsibility of the Company’s Affirmative Action Coordinator to monitor all employment and personnel practices to ensure compliance with applicable regulations and adherence to the Company’s Statement of Policy, to report specific problems to the appropriate management personnel, and to measure the effectiveness of AECOM Technical Services Inc.’s AAP.

The Company’s audit and reporting system is designed and implemented to:

- Measure the effectiveness of the AAP
- Identify any need for remedial action
- Determine the degree to which the Company's objectives are being attained
- Determine whether individuals with known disabilities have had the full opportunity to equal employment and to participate in all Company sponsored educational, training, recreational and social activities, and
- Measure the Company's compliance with the AAP’s specific obligations.
- Document the actions taken to monitor the Company’s compliance with the AAP’s specific obligations.

In order to measure the effectiveness of the AAP, the Company may take the following actions:

- Audit its voluntary self-identification process to monitor the number of individuals with disabilities who choose to self-identify and evaluates whether changes could be made to Company's self-identification process to encourage greater voluntary self-identification by individuals with disabilities
- Examine its utilization of individuals with disabilities and develops action-orientated programs to address any areas of underutilization
- Review available data computations and analyses regarding applicants and hires
- Review the effectiveness of the Company’s recruitment and outreach activities
- Regularly assess the Company’s personnel processes to ensure that individuals with disabilities have equal opportunity in employment
- Use a schedule to regularly assess any mental and physical qualifications to ensure that they are job-related and consistent with business necessity
- Audit the Company’s communications with vendors and subcontractors to ensure that such communications reflect the Company’s commitment to equal employment opportunity and affirmative action for individuals with disabilities
- Audit the Company’s communications with applicants and employees to ensure that such communications reflect the Company’s commitment to equal employment opportunity and affirmative action for individuals with disabilities
- Audit the Company’s job listings to ensure that the postings reflect the Company's commitment to equal employment opportunity and affirmative action for individuals with
disabilities

- Audit the Company's personnel policies to ensure that such policies reflect the Company's commitment to equal employment opportunity and affirmative action for individuals with disabilities.

Where the affirmative action program is found to be deficient, the Company shall endeavor to undertake necessary action to bring the program into compliance.
List of Exhibits

Exhibit A – Reasonable Accommodation Policy and Procedures

Exhibit B – Annual Assessment of Outreach and Recruitment Efforts
Reasonable Accommodations

1. Americans with Disabilities Act

AECOM is committed to complying with all relevant and applicable provisions of the Americans with Disabilities Act ("ADA"), as amended by the Americans with Disabilities Act Amendments Act ("ADAAA"), and related state and local laws. AECOM will not discriminate against any qualified individual with respect to any terms, privileges or conditions of employment because of a person’s physical or mental disability.

Upon request of a qualified individual with a disability, it is our policy to provide reasonable accommodation to allow the individual to perform the essential functions of the position. A reasonable accommodation involves a change or adjustment to job duties or the work environment, including providing or extending a leave, that does not constitute an undue hardship for the Company. Reasonable accommodations enable a qualified individual with a disability to participate in the job application process, to perform the essential functions of their position, or to enjoy the benefits and privileges of employment equal to those enjoyed by individuals without disabilities.

This ADAAA / Reasonable Accommodation Policy is implemented by following this procedure:

1. An individual may request an accommodation in order to perform the essential functions of a job he or she holds or desires by contacting Human Resources and providing sufficient information concerning the nature of the disability and corresponding limitations on his or her ability to perform the essential functions of the position. The accommodation request can be written or verbal and can be made by the individual or by someone else on the individual’s behalf. The accommodation request should specify the accommodation the individual desires to perform the job. Upon receipt of such request for an accommodation, AECOM will evaluate the request and determine whether the requested accommodation is reasonable and will not create an undue hardship for the Company. AECOM may propose an alternative accommodation.

2. In determining whether the requested accommodation or some other reasonable accommodation is appropriate, AECOM will engage in an interactive process with the individual requesting the accommodation. We also will engage in the interactive process with an applicant or employee when AECOM has sufficient information to reasonably believe that the applicant or employee: (a) has a disability, and (b) requires an accommodation. If AECOM concludes a reasonable accommodation can be made, the Company will offer this accommodation to the individual.

3. In evaluating the nature of a disability and whether a reasonable accommodation is available, AECOM may request and rely on information provided by the individual’s health care providers. We may also request information from third parties that possess information or experience relevant to the requested accommodation. All medical information that AECOM obtains about an individual shall be treated as confidential in accordance with the ADAAA, HIPAA and related federal, state and local laws. Individuals requesting an accommodation are expected to fully cooperate in the accommodation process and the interactive dialogue. The duty to cooperate includes making every effort to provide health care provider information regarding the need for, and type of, accommodation. Individuals who do not cooperate in the accommodation process will waive the right to accommodation.

4. In cases where providing or extending a leave constitutes a reasonable accommodation, the terms and conditions of that leave will be in accordance with the ADA and/or, if applicable, the FMLA (or state law equivalent leave law).
An employee who believes he or she has been treated in a manner not in accordance with this policy should inform a supervisor or Human Resources representative immediately. Employees may also use AECOM Ethics Hotline 1-888-299-9602 or 1-770-613-6332 (outside of the U.S.) or email AECOMEthics.hotline@tnwinc.com to report incidents of discriminatory, harassing or retaliatory conduct in the workplace or any other violation of Company policies.

2. Religious Accommodation

AECOM is committed to complying with all laws that protect employees’ religious beliefs and observances. When requested, the Company will provide a reasonable accommodation for employees’ religious beliefs and observances, including religious dress and grooming practices, provided the requested accommodation does not create an undue hardship for the Company or pose a direct threat to the health or safety of others in the workplace or to the requesting employee.

This policy applies to all employees and extends to all aspects of the company’s employment practices, including recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence and other terms and conditions of employment.

To request an accommodation for religious beliefs or observances, employees must notify or submit a written request to Human Resources. An employee requesting an accommodation should include in the request the employee’s suggestion for an accommodation. Reasonable accommodations may include a change in job duties or schedule, time off (with or without pay) for religious observances, or exceptions to the Company’s dress and appearance code, provided that such exceptions do not pose a direct threat to the health or safety of others in the workplace or to the requesting employee. Once the Company is aware of the need for an accommodation, we will engage with the employee in an interactive process to identify possible accommodations. Employees are encouraged to use this procedure without fear of retaliation.

An employee who believes he or she has been treated in a manner not in accordance with this policy should inform a supervisor or Human Resources representative immediately. Employees may also use AECOM Ethics Hotline 1-888-299-9602 or 1-770-613-6332 (outside of the U.S.) or email AECOMEthics.hotline@tnwinc.com to report incidents of discriminatory, harassing or retaliatory conduct in the workplace or any other violation of Company policies.

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Exhibit B - Annual Assessment of Outreach and Recruiting Efforts

AECOM Technical Services Inc. evaluates available data regarding the effectiveness of its outreach and recruitment efforts on an annual basis. For areas where the Company concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, AECOM Technical Services Inc. will identify and implement alternative efforts.

Criteria used to evaluate the effectiveness of outreach efforts may include:

- Results of utilization analysis for individuals with disabilities
- Available data related to applicant and hires
- Whether the activity increased the Company’s ability to include individuals with disabilities in its workforce
- Whether the activity attracted qualified individuals with disabilities
- Whether the activity resulted in the selection of qualified individuals with disabilities
AFFIRMATIVE ACTION PROGRAM

FOR

PROTECTED VETERANS

AECOM Technical Services Inc.

Tampa, FL

January 1, 2019 through December 31, 2019
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Preface

AECOM Technical Services Inc. (also referred to as the Company) is committed to the concept and practice of equal opportunity and affirmative action. In the preparation of this affirmative action program (AAP), we have been guided by the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002 (38 U.S.C. § 4212), and its implementing OFCCP regulations (41 C.F.R. Part 60-300). Nothing contained in this AAP or its supporting data should be construed as an admission by the Company, in whole or in part, that it has contravened any federal, state, or local employment practice laws.

In developing and implementing this AAP, AECOM Technical Services Inc. has been guided by its established policy of providing equal employment opportunity. Nothing herein is intended to sanction the discriminatory treatment of any person. Thus, this AAP has been developed in strict reliance upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission (EEOC) (29 C.F.R. Part 1608).

While the Company firmly believes in dissemination of its affirmative action policies and equal employment opportunity practices and makes the non-data components of this AAP available for review to employees and applicants upon request, the AAP remains a Company proprietary document. Moreover, the data on which the Company has relied in preparing this AAP are confidential and sensitive, and the Company believes release of the data would subject the Company to commercial harm. Therefore, the following is requested:

- If this AAP or any supporting data or documentation are submitted to Office of Federal Contract Compliance Programs (OFCCP) pursuant to the Executive Order, the Rehabilitation Act, The Vietnam Era Veterans' Readjustment Assistance Act and/or any implementing regulations (as any or all have been or may be amended), those documents and the information they contain are to be considered confidential and not subject to disclosure without notifying the Company of the agency's decision to disclose and providing the Company with ample time to contest the disclosure. Advance notice of disclosure should be sent to Rebecca Devivo. The Company requests this information be treated as exempt from public disclosure under the Freedom of Information Act, 5 U.S.C. § 552.

- If this AAP or any supporting data or documentation is supplied by Company to another government contractor, EEOC or fair employment practices agency representatives, or any other person, it is not to be copied, reproduced, or disclosed by such persons without prior notification to the Company.

- No information contained in the AAP or any supporting data or documentation is to be copied, removed from the premises, or released to other individuals without a prior notification to and permission from the Company.

- Reports that require specific data, such as names of employees and salary information, are not an official part of this AAP. This information is on file at the Company as Documentation and Supporting Data for AAP Reports and is available for review only as required by law.

This AAP does not constitute an express or implied contract between the Company and its employees, job applicants, or other persons, nor does it change in any way the basic at will employment relationship all Company employees have with the Company. Nothing in this AAP creates a private right of action on behalf of any individual or group against the Company.
Statement of Commitment from AECOM’s Chief Executive Officer

It is the policy of AECOM not to discriminate or allow the harassment of employees or applicants on the basis of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application procedures, hiring, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the job. This policy applies to all jobs at the Company. The Company will continue to ensure that individuals are employed, and that employees are treated during employment, without regard to their sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law in all employment practices as follows:

Employment decisions at the Company are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, promotion, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination because of any basis protected by law. Employees may choose to voluntarily disclose their sex, race, national origin, disability and protected veteran status at any time by contacting Human Resources. Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions. Employees and applicants with disabilities and disabled veterans are encouraged to inform Human Resources if they need a reasonable accommodation to perform a job for which they are otherwise qualified. The Company makes, and will continue to make, reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities and disabled veterans, unless such accommodations would impose an undue hardship on the operations of the Company’s business.

As AECOM’s Chairman and Chief Executive Officer, I am fully committed to the principles of equal employment opportunity and affirmative action. I have appointed EEO Officers responsible for supporting the successful implementation of the Company’s Affirmative Action Plans (APPs). Those EEO Officers work with Affirmative Action Coordinators at various locations of the Company, with joint responsibility for implementation of the Company’s affirmative action activities. The EEO Officers and Affirmative Action Coordinators have the full support of top management and the staff necessary to fully implement this Program. All managers and supervisors will take an active part in the Company’s AAPs to ensure qualified employees and prospective employees are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, AECOM will solicit the cooperation and support of all employees for the Company’s Equal Employment Opportunity and Affirmative Action Policy.
Our Affirmative Action Plans include an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. The Affirmative Action Coordinator is responsible for periodically reviewing progress in the compliance and implementation of the policy of affirmative action. In accordance with public law, the Company’s program of affirmative action for qualified individuals with disabilities and the program of affirmative action for protected veterans are available for inspection in the Human Resources Department, Monday through Friday, from 9:00 a.m. to 5:00 p.m. upon request.

In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, Executive Order 11246, all as amended, and/or any other federal, state, or local law or regulation regarding Equal Employment Opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations. AECOM will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

M. Burke

Michael S. Burke

January 2019
Definitions
41 C.F.R. 60-300.2

“DISABLED VETERAN” is (1) A veteran of the U.S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or (2) A person who was discharged or released from active duty because of a service connected disability.

“QUALIFIED DISABLED VETERAN” means a disabled veteran as defined above who has the ability to perform the essential functions of the employment position at issue with or without reasonable accommodation.

“RECENTLY SEPARATED VETERAN” means any veteran during the three-year period beginning on the date of such veteran’s discharge or release from active duty in the U.S. military, ground, naval or air service.

“ARMED FORCES SERVICE MEDAL VETERAN” is any veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

“ACTIVE DUTY WARTIME OR CAMPAIGN BADGE VETERAN” means a veteran who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, under the laws administered by the Department of Defense.

“PROTECTED VETERANS” means Disabled Veterans, Recently Separated Veterans, Armed Forces Service Medal Veterans, and Active Duty Wartime or Campaign Badge Veterans.
Responsibility for Implementation
41 C.F.R. 60-300.44(j)

Lisa Boecker, Sr. Director, Employee Relations and Compliance, has overall responsibility for implementation of the Equal Employment Opportunity Policy and the AAP. The Company has assigned primary management responsibility and accountability for ensuring full compliance with the Program to Rebecca Devivo. The Affirmative Action Coordinator, Rebecca Devivo, has the authority, resources, support of and access to top management necessary to ensure the effective implementation of the AAP. The Sr. Director, Employee Relations and Compliance actively supports the program and provides assistance whenever it is needed, making managers and supervisors aware of the program and requesting their cooperation and assistance. The identity of the Affirmative Action Coordinator appears on internal and external communications regarding the Company’s Equal Employment Opportunity Policy and AAP.

With regard to the Company AAP, Lisa Boecker works closely with Rebecca Devivo to implement the programs which are specific to the Company. Rebecca Devivo, together with the Human Resources staff, has primary responsibility for implementing programs at the Company.

The duties of the Affirmative Action Coordinator and designees include:

- Developing policy statements, AAPs, and internal and external modes of communication
- Overseeing regular discussions with local managers, supervisors, and employees to ensure the Company’s policies are being followed
- Training personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure the commitments in the Company’s affirmative action program are implemented
- Advising supervisors their affirmative action efforts and results are a component of their performance evaluations, and the Company is obligated to prevent discrimination and harassment of employees
- Identifying, in conjunction with line management any problem areas in implementing the AAP, and developing solutions
- Identifying any barriers to employment for protected veterans, including those with known disabilities, and assisting managers in developing reasonable accommodations to ensure that individuals with disabilities benefit from equal employment opportunities
- Designing and implementing an internal audit and reporting system that will measure the effectiveness of the Company’s Program, indicate the need for remedial action, determine the degree to which the Company’s objectives have been attained, determine whether employees who are protected veterans have had the opportunity to participate in Company-sponsored educational, training, recreational, and social activities, and ensure each Company location is in compliance with applicable laws and regulations
- Serving as liaison between the Company and enforcement agencies, and between the Company and organizations of and for protected veterans
- Encouraging active involvement by Company representatives in the community service programs of local organizations of and for protected veterans
• Ensuring posters and notices are properly displayed or disseminated in ways that are accessible and understandable to applicants and employees and

• Keeping management informed of the latest developments in affirmative action.

The responsibilities of managers and supervisors under this AAP include:

• Taking action to prevent the discrimination and harassment of employees

• Ensuring their departments fully comply with the spirit and letter of the affirmative action program and policies

• Reviewing the qualifications of all applicants and employees to make sure qualified individuals are treated in a nondiscriminatory manner with regard to hire, promotion, transfer, and termination

• Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee’s performance of his or her job duties and responsibilities and

• Working with the Affirmative Action Coordinator or Human Resources Manager and qualified veteran employees or applicants with known disabilities to determine appropriate reasonable accommodations if they are necessary for performance of the job and/or recruitment process.
Request for Self-Identification
41 C.F.R. 60-300.42

In order to notify applicants and employees of the existence of and the opportunity to participate in this affirmative action program and to provide sufficient data to allow AECOM Technical Services Inc. to measure and improve, if necessary, the effectiveness of the Company’s affirmative action efforts, AECOM Technical Services Inc. invites applicants and employees to complete an invitation to self-identify status as a protected veteran as follows:

- When an applicant applies or is considered for employment, the Company invites the applicant to self-identify race, ethnicity, sex, veteran, and disabled status.

- Following an offer of employment but before the individual begins his/her job duties, the Company again invites the individual to self-identify race, ethnicity, sex, veteran, and disabled status.

The Company keeps all self-identification information confidential and maintains it in a data analysis file rather than in individual employee personnel or medical files.
Review of Personnel Policies
41 C.F.R. 60-300.44(b)

AECOM Technical Services Inc. periodically reviews its personnel procedures to determine whether they ensure the careful, thorough, and systematic consideration of the job qualifications of employees or job applicants who are protected veterans for jobs filled either through vacancy or promotion and for educational or training opportunities. The Company ensures that its personnel processes facilitate the implementation of the Affirmative Action Program.

Vacancies are advertised, and applications are accepted from any interested person. AECOM Technical Services Inc.’s employment application, the Careers section of its website, and all advertisements include a link to the non-discrimination statement to further assure applicants of the Company’s policy of equal employment opportunity. An EEO statement will be included in other recruitment literature should the Company use such documents in the future. All non-executive positions lasting three days or more not expected to fill from within will be referred to the appropriate state employment service delivery system. In addition, to ensure protected veterans are aware of our openings, the Company will send vacancy announcements to the sources listed in the Outreach, Positive Recruitment, and External Dissemination of Policy section of this Affirmative Action Program.

The Company ensures its personnel processes do not limit, segregate, or classify an employee or job applicant in a way that adversely affects employment opportunities or status on the basis of status as a protected veteran. The Company makes sure when a protected veteran is considered for an employment opportunity, the Company relies only on that portion of the individual’s military record, including his or her discharge papers, relevant to the requirements of the opportunity at issue. The Company periodically reviews any physical and mental job qualifications to ensure they do not tend to screen out disabled veterans for reasons that are not job related or consistent with business necessity, or do not relate to ensuring the safe performance of the essential functions of the job. The Company makes any necessary modifications to ensure applicants and employees receive equal opportunity in the operation of all personnel processes, and protected veterans are not stereotyped in a manner that limits their access to jobs for which they are qualified.

The Company ensures applicants and employees who are protected veterans and who meet job qualifications have equal access to its personnel process, including those implemented through information and communication technologies, and provides necessary reasonable accommodation to make sure applicants and employees who are disabled veterans receive equal opportunity in the operation of all personnel processes.
Review of Physical and Mental Job Requirements
41 C.F.R. 60-300.44(c)

AECOM Technical Services Inc. reviews physical and mental job qualification requirements as job qualification requirements are established or revised to ensure qualification requirements do not screen out qualified individuals with disabilities or qualified disabled veterans for reasons that are not job related or consistent with business necessity and the safe performance of the essential functions of the job. This review occurs at regular intervals throughout each calendar year, such as when a job may be advertised or filled through hiring or promotion, when the duties of a position are significantly revised, and when considering requests for reasonable accommodation related to the performance of the functions of the position.

AECOM Technical Services Inc. also regularly reviews its personnel processes to ensure any medical exams or inquiries are conducted in accordance with the Section 503 regulations. Information regarding the medical condition or history of an individual obtained as a result of any such inquiry or exam is collected and maintained on separate forms and in separate medical files and treated as a confidential medical record.

To the extent any physical or mental job qualification measurements are found to potentially screen out qualified individuals with disabilities or qualified disabled veterans in the selection of employees or applicants for employment or in other changes in employment status such as promotion or training, AECOM Technical Services Inc. will ensure the requirements are related to the specific job(s) for which the individual is being considered and are consistent with business necessity and the safe performance of the job.

To date, no qualification requirements have been identified that are likely to have a screening effect. All job qualification requirements have been found to be job related, consistent with business necessity, or required for the safe performance of the job.
Reasonable Accommodations
41 C.F.R. 60-300.44(d)

AECOM Technical Services Inc. has made and will continue to make reasonable accommodations, which do not impose undue hardship on its business, to the known physical and mental limitations of otherwise qualified employees and job applicants who are disabled veterans.

Included among the specific accommodations for qualified disabled veterans that may have been implemented are the following:

- Short- and long-term disability programs provide pay for eligible employees absent due to disability.
- A personal leave policy enables eligible employees to accumulate paid time off to be used for medical appointments or personal illness.
- A medical leave of absence may be available to any employee who provides medical documentation of disability, where the requested absence constitutes a reasonable accommodation.
- Adaptive equipment, such as supportive desk chairs, special computer monitors and/or keyboards, is made available when necessary to enable an employee to perform an essential job function.
- Should reasonable accommodations be necessary to facilitate access to work areas by qualified employees or applicants who are known disabled veterans, the Company will take reasonable steps to provide such accommodations.
- If necessary to accommodate a veteran with a known disability, the Company will remove or alter nonessential job functions, unless doing so creates an undue hardship.
- The Company will provide alternative work schedules if needed due to disability where that arrangement constitutes a reasonable accommodation.
- Company will accommodate employees who are veterans with known disabilities by allowing a reasonable amount of time off for physicians' visits.
- Special parking for veterans with known disabilities is available at AECOM Technical Services Inc.
- The Company's online application system makes clear to all applicants if they are unable to fully use the automated system, they may follow specified alternate procedures so they receive equal opportunity to apply for and be fully considered for all jobs.
- The Company has designed its online application system and its internal information and communication technologies to increase the accessibility of those systems.

If a veteran has a disability, the Company encourages the individual to disclose (i) any special methods, skills, and procedures which qualify him or her for positions which he or she might not otherwise be able to do, so that he or she can be considered for any position of that kind, and (ii) the reasonable accommodations which would enable the individual to perform the job properly and safely. Such accommodations may include special equipment, changes in the physical layout of the job, elimination of certain nonessential duties related to the job, or other
reasonable accommodations.

The Company informs employees and applicants of its desire to discuss reasonable accommodations in various ways, including through the Policy Statement and on the Invitation to Self-Identify. Both the Policy Statement and the Invitation to Self-Identify are provided to employees and applicants, and posted for employees to view. Individuals interested in discussing accommodations may contact Rebecca Devivo, the Affirmative Action Coordinator, the Human Resources Department, and/or the individual's supervisor. Managers and supervisors are trained to ensure they know what to do if an employee or applicant makes a request for a reasonable accommodation so that such requests are processed swiftly.

Where an employee who is known to be a veteran with a disability is having significant difficulty performing their job and the Company reasonably concludes the performance issues may be related to the known disability, the Company may notify the employee of the performance problem and confidentially inquire whether the problem is related to the employee's disability. If the employee indicates their disability is impacting performance, the Company will engage in confidential discussions with the employee regarding whether the employee requires reasonable accommodations to improve performance.
Compensation
41 C.F.R. 60-300.21(i)

In offering employment or promotions, AECOM Technical Services Inc. does not reduce the amount of compensation offered to protected veterans because of any disability income, pension, or other benefit the employee receives from another source. Similarly, the Company does not reduce the amount of compensation offered to an employee or applicant because of the actual or anticipated cost of a reasonable accommodation needed, requested, or anticipated.
Internal Communication Procedure

The Company has developed an internal communication procedure whereby all employees, including protected veterans, can raise any issues or claims that may arise during the course of their employment. General communications procedures encourage any and all employees, including protected veterans, to discuss such issues or claims. All matters brought to the attention of the Affirmative Action Coordinator will be confidentially addressed.
Harassment
41 C.F.R. 60-300.44(e)

AECOM Technical Services Inc. has developed and implemented policies and procedures to ensure employees who are protected veterans are not harassed because of their veteran status.

A copy of the Company's Equal Employment Opportunity and Affirmative Action Policy Statement forbidding harassment against individuals based on protected characteristics is included in this AAP.
Training

41 C.F.R. 60-300.44(j)

The Company trains personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure the commitments in the Company's AAP are implemented.
Internal Dissemination of Policy
41 C.F.R. 60-300.44(g)

The Company recognizes that, however strong its outreach program, internal support from supervisory management and other employees is necessary to ensure maximum effectiveness of its AAP for protected veterans. So that these employees’ awareness of the needs of protected veterans can be increased and employee participation in the program is increased, the Company will utilize the following procedures to maximize the internal implementation and dissemination of its Equal Employment Opportunity and Affirmative Action Policy:

- The Company includes a copy of the policy statement in its Policy Manual.
- AECOM Technical Services Inc.’s policy on equal employment opportunity and affirmative action for protected veterans is posted on Company bulletin boards. The posting includes a statement that employees and applicants are protected from coercion, intimidation, and interference or discrimination for filing a complaint or assisting in an investigation under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended.
- The Company posts a copy of the policy in electronic format in a conspicuous location on the Company intranet, along with other employment forms, and otherwise ensures all off-site personnel have a copy of or the ability to view the policy.
- The Company's electronic applicant process includes information about the Company's commitment to equal employment opportunity and affirmative action.
- The Company will communicate to employees its obligation to take affirmative action to employ qualified protected veterans and will encourage employee referral of covered applicants.
- AECOM Technical Services Inc. will invite employees who are protected veterans to participate in the AAP.
- Meetings with executive management and supervisory personnel will be conducted at least annually to explain the Company's policy of affirmative action, to make clear the CEO’s support for the policy, and to impart to these personnel their responsibility in making the AAP a success.
- An invitation to participate in AECOM Technical Services Inc.’s policy of affirmative action is disseminated to all applicants, as well as to all employees once the Company has extended a job offer, but before beginning employment duties.
- When applicable, AECOM Technical Services Inc. publicizes the policy in Company publications.
- The policy is discussed in both new employee orientation and management training programs.
- When applicable, Company publications include articles on accomplishments of all employees, including protected veterans.

If the Company has or becomes party to collective bargaining agreements, union officials will be informed the Company is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment protected veterans, and the Company will not discriminate
against protected veterans. For those sites not subject to a collective bargaining agreement, no notification of union officials is necessary.
Outreach, Positive Recruitment and External Dissemination of Policy
41 C.F.R. 60-300.44(f)

AECOM Technical Services Inc. has reviewed its employment practices to determine whether its personnel programs are designed to effectively recruit and advance in employment protected veterans. While the Company believes there are no deficiencies in its current employment practices with respect to applicants and employees who are protected veterans, it engages in outreach, positive recruitment, and external dissemination programs to augment its existing affirmative efforts. For example, the Company sends written notification of its affirmative action policy to all subcontractors, including subcontracting vendors and suppliers, and requests appropriate action on their part. In addition, the Company engages in or has made plans to implement the following activities:

- AECOM Technical Services Inc. makes the Equal Employment Opportunity Clause part of all covered contracts and purchase orders.

- The Company posts all job vacancies (other than some executive and senior management positions or positions lasting three days or less) for which it considers outside applicants with the state workforce agency job bank or local employment delivery system where the opening occurs. These postings occur before or concurrently with the use of other recruitment efforts to fill the job and are provided in the manner and format specified by the relevant agency that will allow the agency to provide priority referral of protected veterans.

- AECOM Technical Services Inc. has notified the employment service delivery system in each state where it has establishments that it is a federal contractor and it desires priority referrals of protected veterans for job openings in that state. The Company also provided the employment service delivery system with the name and location of all hiring locations within the state and the contact information for an employee who can answer questions about such job listings. The notice also included the names and contact information for job search organizations the Company uses to assist in hiring, if any. If any of the information in this disclosure changes, the Company sends an update with the next relevant job listing.

- Executives, management officials, supervisors, and other employees of the Company are encouraged to assist in the effort to disseminate AECOM Technical Services Inc.’s policy of affirmative action to appropriate individuals outside of the Company.

- The Company will inform recruiting sources of AECOM Technical Services Inc.’s policy of affirmative action for protected veterans. Recruiting sources will be requested to actively recruit and refer qualified protected veterans for all positions.

- AECOM Technical Services Inc. will identify local organizations and/or community agencies known to specialize placing and/or developing training programs for protected veterans and send them notices of vacant positions. Examples of these outreach efforts include:
  - Veterans’ Employment Representative in the employment service center near the facilities covered in this AAP
  - Department of Veterans Affairs Regional office near the facilities covered in this AAP
  - Veterans’ coordinators on campuses where the Company normally recruits
• Other recruitment sources that specialize in placement of protected veterans

• When appropriate, the Company will invite community service and other outreach partners to tour the office and discuss the Company, job recruitment needs, selection process, and other details related to recruitment and placement. In the event a partner is unable to schedule an on-site meeting, the Company will suggest a telephone meeting so they can better identify qualified individuals for our positions.

• When the Company recruits at colleges and universities, it will incorporate efforts to reach students who are protected veterans.

• AECOM Technical Services Inc. will seek to include protected veterans when employees are pictured in consumer and personnel recruitment advertising.

• AECOM Technical Services Inc. makes reasonable accommodations for qualified veterans with disabilities.

• AECOM Technical Services Inc. advertisements or solicitations for prospective employees indicate that the Company is an equal opportunity employer.

• As described in more detail in Exhibit A, AECOM Technical Services Inc. evaluates the effectiveness of its outreach and recruitment efforts to determine if its affirmative action objectives are being met, and makes appropriate changes.
Data Collection Analysis
41 C.F.R. 60-300.44(k)

AECOM Technical Services Inc. documents computations or comparisons pertaining to applicants and hires on an annual basis and maintains the documentation for a period of three years.
Hiring Benchmarks
41 C.F.R. 60-300.45

In establishing a hiring benchmark, the following principles apply:

- The purpose of establishing a hiring benchmark is to provide the Company with a quantifiable method by which it can measure its progress toward achieving equal employment opportunity for protected veterans.

- The hiring benchmark is not a quota that must be met, nor is it a ceiling that limits or restricts the employment of protected veterans.

- In all employment decisions, the Company makes selections in a nondiscriminatory manner. Hiring benchmarks do not provide a justification to extend a preference to any individual, select an individual, or adversely affect an individual’s employment status, on the basis of that individual’s veteran status.

- Hiring benchmarks do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.

- Hiring benchmarks are not used to supersede merit selection principles, nor do they require the Company to hire a person who lacks qualifications to perform the job successfully or hire a less qualified person in preference to a more qualified one.

- A finding that the hiring benchmark has not been attained does not constitute either a finding or admission of discrimination.

AECOM Technical Services Inc. has established its benchmark in accordance with the national percentage of veterans in the civilian labor force as published on the OFCCP website. As of January 01, 2019, this benchmark percentage is 6.4 percent.
Monitoring and Reporting Systems
41 C.F.R. 60-300.44(h)

It is the responsibility of the Company’s Affirmative Action Coordinator to monitor employment and personnel practices to ensure compliance with applicable regulations and adherence to the Company’s Statement of Policy, to report specific problems to the appropriate management personnel, and to measure the effectiveness of AECOM Technical Services Inc.’s AAP.

The Company’s audit and reporting system is designed and implemented to:

- Measure the effectiveness of the AAP
- Identify any need for remedial action
- Determine the degree to which the Company's objectives are being attained
- Determine whether individuals who are known protected veterans have had the full opportunity to participate in all Company sponsored educational, training, recreational and social activities
- Measure the Company’s compliance with the AAP’s specific obligations, and
- Document the actions taken to monitor the Company’s compliance with the AAP’s specific obligations.

In order to measure the effectiveness of the AAP, the Company may take the following actions:

- Audit its voluntary self-identification process to monitor the number of protected veterans who choose to self-identify and evaluates whether changes could be made to Company's self-identification process to encourage greater voluntary self-identification by protected veterans
- Establish a hiring benchmark to measure its progress towards achieving equal employment opportunity for protected veterans
- Review available data computations and analyses regarding applicants and hires
- Review the effectiveness of its recruitment and outreach activities
- Regularly assess its personnel processes to ensure that protected veterans have equal opportunity in employment
- Use a schedule to regularly assess any mental and physical qualifications to ensure that they are job-related and consistent with business necessity
- Audit its communications with vendors and subcontractors to ensure that such communications reflect the Company’s commitment to equal employment opportunity and affirmative action for protected veterans
- Audit its communications with applicants and employees to ensure that such communications reflect the Company’s commitment to equal employment opportunity and affirmative action for protected veterans
- Audit its job listings to ensure that the postings reflect the Company’s commitment to equal employment opportunity and affirmative action for protected veterans, and
• Audit its personnel policies to ensure that such policies reflect the Company’s commitment to equal employment opportunity and affirmative action for protected veterans.

Where the affirmative action program is found to be deficient, the Company shall endeavor to undertake necessary action to bring the program into compliance.
List of Exhibits

Exhibit A – Annual Assessment of Outreach and Recruiting Efforts
Exhibit A - Annual Assessment of Outreach and Recruiting Efforts

AECOM Technical Services Inc. evaluates available data regarding the effectiveness of its outreach and recruitment efforts on an annual basis. For areas where the Company concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, AECOM Technical Services Inc. will identify and implement alternative efforts.

Criteria used to evaluate the effectiveness of outreach efforts may include:

- Available data regarding applicants and hires, including the AECOM Technical Services Inc.'s established veteran hiring benchmark.
- Whether the activity expanded AECOM Technical Services Inc.'s outreach to protected veterans.
- Whether the activity increased the Company's ability to include protected veterans in its workforce.
- Whether the activity attracted qualified protected veterans.
- Whether the activity resulted in the selection of qualified protected veterans.

The Company will continue to monitor and review outreach sources to evaluate the effectiveness of outreach and recruitment efforts.
ADDITIONAL EXHIBITS

AECOM Technical Services Inc.

Tampa, FL

January 1, 2019 through December 31, 2019
List of Exhibits

Exhibit A – Career Section of the Company Website (www.aecom.com)

Exhibit B – Human Resources Assistance

Exhibit C – Ethics Hotline
Exhibit A – Career Section of the Company Website (www.aecom.com)
**Global Inclusion + Diversity**

Inclusion and Diversity (I+D) is embedded in our core values and is a key driver of our success. Our inspiration is garnered by our ability to draw from a legion of different backgrounds and experiences, and we are better able to understand our clients and make a lasting impact on the communities in which we live and work.

An inclusive culture is a dynamic, active and intentional environment that recognizes individual and organizational performance by creating opportunities for all employees to expand their full potential. With our employees serving clients in more than 150 countries, we recognize that maintaining an inclusive and diverse work environment is critical to our future success.

The four pillars of Inclusion + Diversity are:

- **People**
- **Culture**
- **Capability**
- **Market**

### I&D Spotlight

![Pride Month Playbook]

Click here to access the playbook.

### Get Involved

An inclusive culture starts with all of us. Join one of the AECOM Chatter groups that are I+D focused.

### Insights

Claire, Metropolitan - Why I+D is important:

### Resources

- International Women's Day
- Unconscious Bias
- LGBTQ+ and Ally Resources
- Advance Diversity and Inclusion
- Unintentional Bias
- Leading and Managing People
- Mentoring
- Join a Chatter group

### Key Contacts
Exhibit B – Human Resources Assistance

Human Resources

Human Resources Home
AECOM University

Benefits
Career Development
Compensation
Employee Engagement

Global Mobility - International Assignments
Human Resources APAC
Human Resources Construction Management
Human Resources Corporate
Human Resources CS-EIC
Human Resources DOS Americas
Human Resources LATAM

Inclusion + Diversity
People
Culture
Diversity
Women
International Women's Day 2020

Performance + Rewards
Talent Acquisition

Human Resources
We're in the business of helping people reach their full potential

The most important asset that we have is our people. They are the backbone of all we do. We are a people-focused organization that places a high priority on developing and retaining our talent. We believe that our success is directly linked to the success of our people. We invest in our people because we believe in their potential and we want to help them reach their full potential.

How we can help

Inclusion + Diversity
Talent Strategy
Learning & Development
Leadership Development
Performance Management
Total Rewards
AECOM Career Development

Career Development
Reflect. Explore. Take Action.

Take charge of your career:
This toolkit helps you assess your competitive advantage, explore opportunities to help you chart your personal and professional growth, and grow your presence in our professional marketplace. Click through our Reflect. Explore. Take Action resources to learn more. Reach out your manager as your best resource for supporting you every step of the way to help you reach your full potential.

Career Development Introduction:
Career Development is a journey that can take you to unimaginable places. Your story is uniquely your own but takes careful planning, proper support, and the courage to see it through. The guided and resources below will assist you in creating a tailored Career Development Plan and support you in having meaningful career conversations.

Use the arrows on page corners to flip through booklets or select the "PDF" option to review and print.

Employee's Guide - Career Development Planning Overview
Manager's Guide - Having Better Career Conversations
Digital Experience Resource Guide
Employee Concerns and Complaints

AECOM believes that every employee should be free to ask questions, raise concerns and make complaints about violations of Company policy including treatment the employee believes is improper, illegal, unfair, unethical, retaliatory, harassing or discriminatory. This belief holds true without regard to whether the conduct complained about arises from another AECOM employee, a customer, a consultant, a subcontractor or other third parties.

Reporting a Concern/Complaint
You are strongly encouraged to promptly report all incidents of discrimination, harassment, retaliation or other violation of Company policy. If you develop any concern that you are being harassed or have witnessed harassment, or that you or anyone else has been discriminated or retaliated against in any way, you should inform your supervisor, Human Resources representative or AECOM’s Legal Department immediately. Employees may also use the AECOM Ethics Hotline 1-888-299-9602 or 1-770-613-6332 (outside of the U.S.) or email AECOMethics.hotline@tnwinc.com to report incidents of discriminatory, harassing or retaliatory conduct in the workplace.

Any manager/supervisor who knows of, or thinks he or she knows of, or witnesses a potential violation of this policy, has an immediate responsibility to act and notify Human Resources as soon as possible.
Exhibit C – Ethics Hotline

Safeguarding a workplace culture built on ethics and integrity

AECOM Ethics Hotline
1-888-299-9602

Each of us is personally responsible for ensuring that we and those we work with always provide services ethically and in compliance with the law.

You may use the Ethics Hotline to:
- Ask business ethics questions
- Report issues without retaliation
- Contact anonymously where allowed by law

AECOMethics.hotline@tnwinc.com

https://reportlineweb.com/aecom

Discuss concerns regarding unethical activity, including fraud or other wrongdoing, with your supervisor or in-house counsel, or contact the AECOM Ethics Hotline. The Hotline is accessible 24/7 in more than 150 languages and is staffed by a third-party. Your concerns will be documented and privately relayed to our Ethics + Compliance team.
WORKFORCE DISTRIBUTION MATRIX

SELF-ANALYSIS AND GOALS

AECOM Technical Services Inc.

Tampa, FL

January 1, 2019 through December 31, 2019
Statement of Commitment from AECOM's Chief Executive Officer

It is the policy of AECOM not to discriminate or allow the harassment of employees or applicants on the basis of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application procedures, hiring, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the job. This policy applies to all jobs at the Company. The Company will continue to ensure that individuals are employed, and that employees are treated during employment, without regard to their sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law in all employment practices as follows:

Employment decisions at the Company are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, promotion, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination because of any basis protected by law. Employees may choose to voluntarily disclose their sex, race, national origin, disability and protected veteran status at any time by contacting Human Resources. Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions. Employees and applicants with disabilities and disabled veterans are encouraged to inform Human Resources if they need a reasonable accommodation to perform a job for which they are otherwise qualified. The Company makes, and will continue to make, reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities and disabled veterans, unless such accommodations would impose an undue hardship on the operations of the Company's business.

As AECOM's Chairman and Chief Executive Officer, I am fully committed to the principles of equal employment opportunity and affirmative action. I have appointed EEO Officers responsible for supporting the successful implementation of the Company's Affirmative Action Plans (APPs). Those EEO Officers work with Affirmative Action Coordinators at various locations of the Company, with joint responsibility for implementation of the Company's affirmative action activities. The EEO Officers and Affirmative Action Coordinators have the full support of top management and the staff necessary to fully implement this Program. All managers and supervisors will take an active part in the Company's AAPs to ensure qualified employees and prospective employees are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, AECOM will solicit the cooperation and support of all employees for the Company's Equal Employment Opportunity and Affirmative Action Policy.
Our Affirmative Action Plans include an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. The Affirmative Action Coordinator is responsible for periodically reviewing progress in the compliance and implementation of the policy of affirmative action. In accordance with public law the Company’s program of affirmative action for qualified individuals with disabilities and the program of affirmative action for protected veterans are available for inspection in the Human Resources Department, Monday through Friday, from 9:00 a.m. to 5:00 p.m. upon request.

In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, Executive Order 11246, all as amended, and/or any other federal, state, or local law or regulation regarding Equal Employment Opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations. AECOM will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor’s legal duty to furnish information.

Michael S. Burke

January 2020
## FIRM NAME: AECOM Technical Services, Inc. (North America Locations)

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>TOTAL EMPLOYEES</th>
<th>MALES</th>
<th>FEMALES</th>
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<tr>
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HISP: Hispanic  
API: Asian/Pacific Islander  
AI: American Indian  

Job categories as provided herein are those categories identified and used in EEO (1-6) reporting requirements, required from employers by the Federal government.

(DO NOT LEAVE THIS PAGE BLANK)
## JOB CATEGORY
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## TOTAL EMPLOYEES
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</table>

**HISP:** Hispanic
**API:** Asian/Pacific Islander
**AI:** American Indian

Job categories as provided herein are those categories identified and used in EEO (1-6) reporting requirements, required from employers by the Federal government.

*(DO NOT LEAVE THIS PAGE BLANK)*
EXHIBIT “E”

FEDERAL TRANSIT ADMINISTRATION
CIVIL RIGHTS ASSURANCE
USDOT TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Florida Department of
Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private
transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
EXHIBIT “F”

CONSULTANT CERTIFICATIONS AND AFFIDAVITS
CONSULTANT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared M. Janet Everett, PE who was sworn and says:

1. She is (Title) Vice President of (Firm) AECOM Technical Services, Inc. with office in (City and State) Tampa, Florida.

2. [If applicable] The named firm is submitting the attached proposal for FDOT Work Program Item Number __________, Project Number __________, in District VII, Hillsborough County, Florida.

3. The affiant has made diligent inquiry and answers this affidavit based upon his own knowledge.

4. Only one proposal for the above-referenced project will be submitted, under the name or different name, and the proposer has no financial interest in the firm of another proposer for the same work.

5. Neither the affiant nor the firm has directly or indirectly entered in any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the firm's proposal on the above project. This statement shall restrict the discussion of pricing data until the completion of the execution of the Consultant Agreement for this project.

6. Neither the firm nor its affiliates, nor anyone associated with them is presently debarred, suspended or otherwise ineligible from participating in contract lettings by any state agency in any state or the FHWA.

7. Neither the firm, nor any officer, DIRECTOR, employee of the firm or any of its affiliates has been criminally or civilly charged with antitrust violations, or had convictions or judgments resulting from such charges. There have been no charges or subsequent convictions or any criminal act under state or federal law which involved fraud, bribery, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Department and filed in Case No.(s)________________ with the Clerk of Agency Proceedings. [If inapplicable, enter N/A].

8. This affidavit includes disclosure of employees who were charged or convicted of contract crimes while in the employ of another company.

M. Janet Everett
Signature

Sworn to and subscribed before me this 15 day of July, 2020

Jessica A. Paul
Notary
My Commission Expires: 10/20/2020

NOTICE

Any evidence of collusion among participating proposers will preclude their recognition as proposers of such job and subjects them to penalties and restraints under applicable State and Federal Law.
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Hillsborough County Metropolitan Planning Organization

by  M. Janet Everett, PE / Vice President
(Print individual’s name and title)

for  AECOM Technical Services, Inc.
(Print name of entity submitting sworn statement)

whose business address is  7650 W. Courtney Campbell Causeway / Tampa, Florida 33607

and (if applicable) its Federal Employer Identification Number (FEIN) is  95-2661922 .
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services any lease for real property, or any contract for the construction or repair of a public building or public or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. In understand that an “affiliate” as defined in 287.133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes
those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, Director’s, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION
287.017, **FLORIDA STATUTES** FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

![Signature](signature)

July 15, 2020
(Date)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

**M. Jan Everett PE** who, after first being sworn by me,

(Name of individual signing)

affixed his/her signature in the space provided above on this 15th day of July, 2020

![Notary Public](notary)

My commission expires: 10/20/2020
TRUTH-IN NEGOTIATIONS CERTIFICATE

CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this contract are accurate, complete, and current at the time of contracting.

CONSULTANT further agrees that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the MPO determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. For purposes of this Certificate, the end of the contract shall be deemed to be the date of the final billing or acceptance of the work by the MPO, whichever is later.

AECOM Technical Services, Inc.
Name of CONSULTANT

By:  
Authorized Signature – M. Janet Everett, PE

Title:  Vice President

Attest:  Jessica A. Paul
Secretary or Notary

If individual, furnish two witnesses:

Witness (1)  
Witness (2)
CERTIFICATION REGARDING DEBARMENT
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
-PRIMARY COVERED TRANSACTIONS-
(Compliance with 49 CFR. Section 29.510, Federal Aid Contracts)

Instructions for Certification:

1. By signing and submitting this certification with the proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the Department if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” “and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

Certification in Compliance with 49 CFR Section 29.510

State of Florida ___________________________ County of Hillsborough ___________________________

I, ___________________________, hereby attest and swear (Name)

that I am ___________________________ of ___________________________. (Title) (Firm)

_____________________________ Tampa, Hillsborough County ___________________________. (City and County)

is submitting the attached proposal for the projects identified as follows:

FDOT Work Program Item Number(s) [if applicable] ___________________________.

State Project Number(s) ___________________________. N/A

Federal Air Project Number(s) ___________________________. N/A

in ________________ County(ies), Florida.

I further hereby certify that:

(1) I am either an officer, director, partner, key employee, or other person within the prospective primary participant with primary management or supervisory responsibilities;

(2) To the best of my knowledge and belief, the prospective primary participant and its principals;
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause of default.

(3) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall note the exception below and attach an application to this proposal.

Exceptions:

Any exception listed above will not necessarily result in denial of participation in this covered transaction. For any exception noted, indicate to whom it applied, initiating agency, and dates of agency action. The explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction.

\[Signature\]
Affiant

Sworn to and subscribed before me this 15th day of July, 2020

\[Signature\]
Notary
My commission expires: 10/20/2020
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE PREFERENCE CERTIFICATION

RE: General Transportation Planning Consultant Services

I, M. Janet Everett, PE
(Name)
Vice President
(Title)
of AECOM Technical Services, Inc.

(Name of Firm)

hereby certify that our firm (___ is) (___X is not) a Department of Transportation (Department) certified Disadvantaged Business Enterprise (DBE). I also certify that our firm intends to assist the MPO in achieving its annual DBE goal regarding subletting work on the above referenced project(s) to certified Disadvantaged Business Enterprises.

I understand that each solicitation for which a contract goal has been established may require CONSULTANT to submit the following information, at the discretion of the MPO, at least 24 hours before commitment of the performance of the contract.

1. The names and addresses of the DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The percent or dollar amount of participation of each DBE firm;
4. Written and signed documentation of commitment to use a DBE subconsultant whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in CONSULTANT's commitment; and
6. If the contract is not met, evidence of good faith efforts, as defined by the MPO, must be demonstrated.

(Check one) ___ X ___ Intends to subcontract work to DBE(s)
________ Does not intend to subcontract work to DBE(s)

Since I have indicated above that a portion of the work will be sublet to certified DBE(s), the firms considered as proposed DBE subconsultants/vendors and the types of work to be subcontracted are as follows:

DBE SUBCONSULTANTS/VENDORS TYPE OF WORK/COMMODITIES
Patel, Greene & Associates, LLC

Vrana Consulting, Inc.

Signed: M. Janet Everett
Title: Vice President
Date: July 15, 2020
FYI

Hiren M. Patel, PE  
Patel, Greene & Associates, PLLC (PGA)  
12570 Telecom Drive Temple Terrace, FL 33637  
Office: 1-813-978-3100 Ext. 301 | Cell: 1-727-642-4972 | Email: Hiren.Patel@patelgreene.com  
Follow PGA on Social Media  
Website  Facebook  LinkedIn  Twitter  Instagram

From: DBECert.Help@dot.state.fl.us <DBECert.Help@dot.state.fl.us>  
Sent: Monday, July 15, 2019 11:30 AM  
To: Hiren Patel <Hiren.Patel@patelgreene.com>  
Subject: No Change Declaration Acknowledgement

---CAUTION: This email originated from outside the organization. Use caution with links and attachments.

Email From: DBECert.Help@dot.state.fl.us (DBECert.Help@dot.state.fl.us)

Message:

We have processed your No Change Declaration (NCD), as applicable. Your Anniversary Date is 9/20/2020

Sincerely,  
Equal Opportunity Office  
DBE Certification
Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

September 20, 2011

HIREN M PATEL
PATEL GREENE AND ASSOCIATES PLLC
3592 28TH AVENUE NORTH
ST PETERSBURG FL 33713

ANNIVERSARY DATE - Annually on September 20

Dear Mr. Patel:

The Florida Department of Transportation (FDOT) is pleased to announce that your firm has been certified under Florida’s Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) in accordance with 49 Code of Federal Regulation Part 26.

DBE Certification is continuing, but it is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date.

Only firms listed in the UCP DBE Directory are certified by Florida UCP Members. Prime contractors and consultants should verify your firm’s DBE certification status, and identify the work area(s) for which the firm is DBE eligible, through this Directory.

Your firm will be listed in Florida’s UCP DBE Directory which can be accessed through the Department’s website: www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory".

DBE certification is NOT a guarantee of work. It allows your firm to compete for and perform contract work on ALL USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time there is a material change you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will
be deemed a failure, on your part, to cooperate, and will result in immediate action
to remove DBE certification.

Your firm is eligible to compete for and perform work on all USDOT Federal
Aid projects throughout Florida and may earn DBE credit for work performed in the
following areas:

**NAICS**
- 54133 - Engineering Services
- 54134 - Drafting Services
- 54162 - Environmental Consulting Services
- 54169 - Other Scientific and Technical Consulting Services
- 55129 - Remediation Services

**FDOT Specialty Codes**
- 941 - Civil Engineering Services
- 947 - CADD Services
- 949 - Traffic Data Services
- 950 - Environmental Consulting Services
- 954 - Mitigation Services

Questions and concerns should be directed to this office by mail or telephone. 
Our telephone number is (850) 414-4747. Our fax number is (850) 414-4879.

Sincerely,

Victoria Smith
DBE Certification Manager
March 4, 2010

Certified Mail – Return Receipt Requested

Vrana Consulting, Inc.
Ms. Tammy Vrana
260 Tucker St.
Safety Harbor FL 34695

ANNUAL DATE – Annually on 3/3

Dear Ms. Vrana:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the Florida Unified Certification Program [UCP] as a Disadvantaged Business Enterprise [DBE] in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date. Failure to do so will result in immediate action to remove certification.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. Prime contractors and consultants should verify your firm's DBE certification status, and identify the work area(s) for which the firm is DBE eligible, through this Directory.

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at http://www.bipincwebapps.com/biznetflorida/ or through The Department's website at www.dot.state.fl.us/equalopportunityoffice, then select “DBE Directory.”

DBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.
If, at any time, there is a material change, you **must advise this office, by sworn affidavit and supporting documents, within thirty [30] days.** Changes include, but are not limited to, ownership, officers, Directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals, or the physical location of your firm. After our review you should receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure, on your part, to cooperate, and will result in immediate action to Remove DBE certification.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

<table>
<thead>
<tr>
<th>NAICS:</th>
<th>FDOT Specialty Code &amp; Description</th>
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<tbody>
<tr>
<td>541990</td>
<td>300-Transportation Planning</td>
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<td>541820</td>
<td>968-Public Relation Services</td>
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All other concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879

Sincerely,

[Signature]

John Goodeman
DBE, Certification Manager
EXHIBIT G

CONSULTANT
CERTIFICATES OF INSURANCE
# Certificate of Liability Insurance

**Producer:** Marsh Risk & Insurance Services
CA License #0317133
533 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: Los Angeles Certificate Dept
[Email]@Marsh.com

**Insured:**
AECOM
AECOM Technical Services, Inc.
7650 W. Courtyard Campbell Courtway
Tampa, FL 33607

**Contact Information:**
**Name:**
**Address:**
**Phone:**
**Fax:**
**Email:**

**Insurer(s) Affording Coverage:**
- AECO American Insurance Company
- WAI
- Illinois Union Insurance Co.
- SEE AECO 101
- SEE AECO 101

**Coverages & Certificate Number:**
**Revision Number:**

**Description of Operations Locations Vehicles (ACORD 101):**
For FFARPO Purposes. 2020 Hillsborough County MPO General Transportation Consultant Contract.

**Certified Holder:**
Hillsborough County
Metropolitan Planning Organization
601 East Kennedy Blvd., 15th Floor
Tampa, FL 33602

**Cancellation:**

**Authorized Representative:**
Marsh Risk & Insurance Services

---

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<tr>
<th>Layer</th>
<th>Type of Insurance</th>
<th>Layer 2</th>
<th>Policy Number</th>
<th>Policy Date</th>
<th>Policy Coverage Limits</th>
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<td>Claims Made</td>
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<td>Damage to Property</td>
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<td>Product - Combined Aggregate</td>
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<td>Any Auto</td>
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<td>Owned Auto Only</td>
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<td></td>
<td>Bodily Injury (Per Accident)</td>
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<td>Property Damage (Per Accident)</td>
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<td>Architects &amp; Eng</td>
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<td>EON-0713011A</td>
<td>04/01/2020</td>
<td>Per Claim/Agg</td>
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**Description of Operations/Locations/Vehicles (ACORD 101):**

**Hillsborough County MPO and its members, officers and employees, the Planning Commission and its members, officers and employees are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract.**

**Certificate Holder:**

**Cancellation:**

**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:**

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## ADDITIONAL REMARKS

This ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25, FORM TITLE: Certificate of Liability Insurance

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<th>States Covered</th>
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<td>CA, AZ, MA</td>
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<tr>
<td>MLR C66933303</td>
<td>ACE American Insurance Company - NAIC # 220577</td>
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<td>SGF C66923369</td>
<td>ACE American Insurance Company - NAIC # 220577</td>
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