

**E-130-20**

Certified:

E-130-20Filed with
Clerk of Nassau County Legislature
September 24, 2020 3:56PM**NIFS ID:CLPW20000022 Department: Public Works****Capital: X**

SERVICE: S3P311-09M-Barnes Ave SSO CM Svces-Amendment #1

Contract ID #:CFPW15000005

NIFS Entry Date:

Term: from 21-MAY-18 to 21-MAY-20

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: URS Corporation - New York	Vendor ID#: 11-1445800
Address: 605 Third Avenue New York, NY 10158	Contact Person: John Hagedorn
	Phone: 212-896-0129

Department:
Contact Name: Edward Visone
Address: NCDPW-CCWPCP 3340 Merrick Road Wantagh, NY 11973 Phone: 516-571-7359

Routing Slip

Department	NIFS Entry: X	20-AUG-20 -- LDIONISIO
Department	NIFS Approval: X	20-AUG-20 -- RDALLEVA
DPW	Capital Fund Approved: X	20-AUG-20 -- RDALLEVA
OMB	NIFA Approval: X	20-AUG-20 -- CNOLAN
OMB	NIFS Approval: X	20-AUG-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	21-AUG-20 -- AAMATO
County Atty.	Approval to Form: X	21-AUG-20 -- DMCDERMOTT
CPO	Approval: X	01-SEP-20 -- KOHAGENCE

DCEC	Approval: X	01-SEP-20 -- RCLEARY
Dep. CE	Approval: X	01-SEP-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	24-SEP-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is an amendment for additional time and funds for construction management of improvements to existing wastewater infrastructure to alleviate the sporadic occurrence of sanitary sewage overflows (SSO) in the vicinity of Barnes Avenue, Baldwin. Construction management services include, but are not limited to, providing full-time resident engineer, daily field inspections, monitoring and reviewing contractor's scheduling and providing cost estimations.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
Procurement History: The Request for Proposals (RFP) was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in Newsday. Proposals were received from ten (10) firms on November 14, 2014. The technical proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The proposal submitted by URS Corporation NY represents the best value to the County.
Description of General Provisions: The firm shall provide a full-time resident engineer, daily field inspection, an office engineer, monitoring and reviewing contractor's CPM scheduling, perform cost estimating, and other construction management services.
Impact on Funding / Price Analysis: The maximum amount in the Original Agreement shall be increased by four hundred forty-six thousand, eight hundred twenty-seven dollars and no cents (\$446,827.00), so that the maximum amount that the County shall pay to the Firm as full consideration for all services provided under the Amended Agreement shall be two million, four hundred ninety-four thousand, three hundred twenty-seven dollars and no cents (\$2,494,327.00)(the "Amended Maximum Amount"). Capital Project No. 3P311
Change in Contract from Prior Procurement: Time extension for two (2) years and additional funds in the amount of \$446,827.00 against Project 3P311. The maximum amount in the Original Agreement shall be increased by four hundred forty-six thousand, eight hundred twenty-seven dollars (\$446,827.00), so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the Amended Agreement shall be two million, four hundred ninety-four thousand, three hundred twenty-seven dollars and no cents (\$2,494,327.00)(the "Amended Maximum Amount").
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW					
Control:	000	Revenue		1	PWCSWCSW/3P31	\$ 446,827.00

Resp:	CSW	Contract:			1/00003/009	
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:	3P311	State	\$ 0.00			\$ 0.00
Detail:	009	Capital	\$ 446,827.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 446,827.00		TOTAL	\$ 446,827.00
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND URS CORPORATION – NEW YORK

WHEREAS, the County has negotiated an amendment to a personal services agreement with URS Corporation - New York for specific construction management work divisions and deliverables for the Barnes Avenue SSO Correction Project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with URS Corporation - New York.



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: URS Corporation - New York

2. Dollar amount requiring NIFA approval: \$446827

Amount to be encumbered: \$446827

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 2 years

Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

General Fund (GEN)	Grant Fund (GRT)	Federal % 0
X Capital Improvement Fund (CAP)		State % 0
Other		County % 0

Is the cash available for the full amount of the contract? Y

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment for Professional services in regard to construction management of improvements to existing wastewater infrastructure to alleviate the sporadic occurrence of sanitary sewage overflows (SSO) in the vicinity of Barnes Avenue, Baldwin.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN

20-AUG-20

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: URS Corporation - New York

CONTRACTOR ADDRESS: 605 Third Avenue, New York, NY 10158

FEDERAL TAX ID #: 11-1445800

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on August 21, 2015 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after Request for Proposals (RFP) - a qualification-based rating system in accordance with established DPW procedures.

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Robert Orlin state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: URS Corporation - New York

Vendor's Address: 605 Third Ave New York NY US 10158

Vendor's EIN or TIN: 11-1445800

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
07/21/2020 02:56:32 PM

Lobbyist Registration and Disclosure Form:
07/23/2020 10:48:10 AM

Business History Form certified:
07/22/2020 10:49:35 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
07/21/2020 03:16:23 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Robert Orlin [BOB.ORLIN@AECOM.COM]	07/21/2020 02:59:08 PM
Touraj (Tom) Tehrani [TOM.TEHRANI@AECOM.COM]	07/21/2020 04:21:55 PM
John Cardoni [JOHN.CARDONI@AECOM.COM]	07/22/2020 05:22:24 PM
Vishnu Ramlagan [VISHNU.RAMLAGAN@AECOM.COM]	07/21/2020 05:08:22 PM

I, Robert Orlin hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Robert Orlin

Name

Secretary

Title

URS Corporation - New York

Name of Submitting Entity

08/19/2020 04:18:52 PM

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07/22/2020

1) Proposer's Legal Name: URS Corporation - New York

2) Address of Place of Business: 605 Third Avenue

City: New York State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

Address: One Penn Plaza, Suite 600

City: New York State/Province/Territory: NY Zip/Postal Code: 10119

Country: _____

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 057312225

5) Federal I.D. Number: 11-1445800

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☒ NO ☐ If yes, please provide details:

URS Corporation - New York staff shares office space and equipment with other affiliated entities under AECOM ownership.

- 8) Does this business control one or more other businesses?
 YES ☐ NO ☒ If yes, please provide details:
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
 YES ☒ NO ☐ If yes, please provide details:
 See Attached.
- 1 File(s) Uploaded: Nassau BH URS Corp - NY Q9.pdf
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
 YES ☒ NO ☐ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
 See Attached.
- 1 File(s) Uploaded: URSNY Nassau BH Q10.pdf
- 11) Has the proposer, during the past seven years, been declared bankrupt?
 YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
 YES ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
 See Attached
- 1 File(s) Uploaded: URSNY BH Q12.pdf
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
 YES ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
 See Attached
- 1 File(s) Uploaded: URSNY Nassau BH Q13.pdf
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
 a) Any felony charge pending?
 YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See Attached

1 File(s) Uploaded: URSNY BH Q14c.pdf

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Upon receipt of an RFP, URS-NY will make an internal determination whether the work would constitute a Potential Conflict of Interest. This evaluation is part of our "go/no-go" decision process and includes input from Operations, Legal and Client Account Managers. If deemed to present the potential for COI, URS-NY will contact the County to obtain a formal decision and will propose an avoidance strategy for the County's consideration.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

08/29/1934

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

URS Corporation - New York is 100% owned by URS Corporation.

No individuals with a financial interest in the company have been attached..

- iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

1 File(s) Uploaded: URS Corp NY D&O July 2020.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

55000

vi) Annual revenue of firm;
4209365

vii) Summary of relevant accomplishments
See previous proposal.

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: URS Corp NY Engineering License.pdf

B. Indicate number of years in business.

84

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

URS Corporation - New York is ultimately owned by AECOM which has in excess of 80,000 employees.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Stony Brook University		
Contact Person	Kevin Rooney		
Address	Research & Support Services Building, Suite 160		
City	Stony Brook	State/Province/Territory	NY
Country	US		
Telephone	(631) 632-6222		
Fax #			
E-Mail Address	kevin.rooney@stonybrook.edu		

Company	New York City School Construction Authority		
Contact Person	Gordon Tung		
Address	30-30 Thomson Ave		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(718) 472-8143		
Fax #			
E-Mail Address	gtung@nycsca.org		

Company	DASNY		
Contact Person	Paul Goncalves		
Address	735 Anderson Hill Road		
City	Purchase	State/Province/Territory	NY
Country	US		
Telephone	(914) 251-4434		
Fax #			
E-Mail Address	pgoncalv@dasny.org		

I, Robert Orlin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert Orlin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: URS Corporation - New York

Electronically signed and certified at the date and time indicated by:
Robert Orlin [BOB.ORLIN@AECOM.COM]

Secretary
Title

07/22/2020 10:49:35 AM
Date

URS Corporation - New York Directors & Officers

Name	Title	Title Role
Engle, Gary A.	Director	Director
Rudd, William Troy	Director	Director
Adams Manion, Karen Margaret	Vice President	Officer
Armstrong, Glenn I.	Vice President	Officer
Bast, A bert J. III	Senior Vice President	Officer
Bershteyn, Semyon A.	Vice President	Officer
Brice, Donald A.	Vice President	Officer
Cana, Octavian	Vice President	Officer
Cardoni, John J.	Chief Operating Officer	Officer
Cardoni, John J.	President	Officer
Ramlagan, Vishnu	Chief Financial Officer	Officer
Ramlagan, Vishnu	Treasurer	Officer
Deerkoski, John C.	Vice President	Officer
Driscoll, Keenan Edward	Senior Vice President	Officer
Farina, Thomas C	Assistant Secretary	Officer
Free, Louis J.	Assistant Vice President	Officer
Hagedorn, John S.	Vice President	Officer
Hinkle, Raymond L.	Vice President	Officer
Khoury, Majed A.	Vice President	Officer
Lang, Mark E.	Vice President	Officer
Leahy, George A.	Vice President	Officer
MacAllen, Thomas C.	Vice President	Officer
McPherson, Thomas M.	Vice President	Officer
Murphy, Robert E.	Vice President	Officer
Myers-Graham, Beth A.	Vice President	Officer
Orlin, Robert K.	Secretary	Officer
Quiat, Ira C.	Vice President	Officer
Rozeski, Michael	Land Surveying Lead	Officer
Rudd, William Troy	Controller	Officer
Suhre, Joseph B.	Vice President	Officer
Tehrani, Touraj H.	Chief Executive Officer - Professional Engineering	Officer
Totten, Peter A.	Vice President	Officer
Tucciarone, Louis A.	Senior Vice President	Officer
Tull, Stephen W.	Vice President	Officer
AbiDargham, Antoine F.	Authorized Signatory	Authorized Signatory
Cote, Donna	Global Tax	Authorized Signatory
Cross, Mark	Global Tax	Authorized Signatory
Tincknell, Timothy Alan	Global Tax	Authorized Signatory

Nassau County Business History Form

Question 9

URS Corporation – New York is a New York Corporation that is wholly owned by URS Corporation, a Nevada Corporation, and is ultimately owned by AECOM. AECOM is a Delaware company that is publicly traded on the New York Stock Exchange under the symbol ACM.

Below is a list of other companies owned by URS Corporation (NV Corp) in addition to URS Corporation – New York:

AECOM Great Lakes, Inc.
AECOM International, Inc.
B.P. Barber & Associates, Inc.
ForeRunner Corporation
LopezGarcia Group, Inc.
O'Brien Kreitzberg Asia Pacific, Limited
PT URS Indonesia
TBDU (Thailand) Limited
TBDU Consulting (Malaysia) Sdn. Bhd.
URS Alaska, LLC
URS Architects/Engineers, Inc.
URS Architecture - Oregon, Inc..
URS Chile S.A.
URS Construction Services, Inc.
URS Corporation - Ohio
URS Corporation AES
URS Corporation Mexico, S. de R.L. de C.V.
URS Corporation Services
URS Greiner Woodward-Clyde Consultants, Inc.

Question 10

- a. URS Corporation – New York performs numerous contracts each year. From time to time, occasions arise when URS Corporation – New York does not complete the performance of an awarded contract resulting in its termination. These situations include (i) where a client is unsuccessful in securing funding for a particular project that is then terminated, (ii) where a client terminates a contract for convenience. In November of 2012, AECOM Technical Services, Inc. (“ATS”) received a notice from the City of Sarasota, Florida, notifying ATS that it has terminated its contract with ATS for the design of a sewer lift station for default. URS Corporation – New York is wholly owned by URS Corporation (a Nevada Corporation) and in turn, ATS owns URS Corporation, the Nevada Corporation. The City of Sarasota ultimately filed suit and in November 2018 a jury found that AECOM did not breach its contract with the City. In August 2016, ATS received a letter from the Redevelopment Authority for the City of Milwaukee asserting that the Authority considered its contract with ATS terminated for cause. ATS believed the termination is unjustified and ignored relevant Project history. ATS contested the termination, and the termination has been re-categorized as termination for convenience.

Questions 12

- a. In 2011 the U.S. Attorney's Office for the Eastern District of New York began investigating AECOM's Tishman Construction Corporation subsidiary (Tishman Construction), an indirect affiliate of URS Corporation – New York, in connection with improper overtime payments to certain union foremen on projects managed by Tishman Construction and other New York contractors between 1999 and 2009. AECOM acquired Tishman Construction in 2010. On December 10, 2015, the U.S. Attorney announced that Tishman Construction has agreed to settle this matter by entering into a deferred prosecution agreement, paying approximately \$5.6 million in restitution to clients and paying approximately \$14.6 million in fines over a two year period to the federal government. Tishman Construction did not keep any of the funds in question, which were provided to Local 79 labor foreman and will offer restitution payments pursuant to the settlement. In addition, Tishman Construction has made improvements to its internal compliance procedures that were further enhanced following AECOM's acquisition of Tishman Construction. This settlement does not impact the ability of Tishman Construction to perform its contracts. On January 11, 2018, Tishman Construction completed the two-year deferral period and the charges against Tishman were dismissed with prejudice.

Questions 13

- a. In 2011 the U.S. Attorney's Office for the Eastern District of New York began investigating AECOM's Tishman Construction Corporation subsidiary (Tishman Construction), an indirect affiliate of URS Corporation – New York, in connection with improper overtime payments to certain union foremen on projects managed by Tishman Construction and other New York contractors between 1999 and 2009. AECOM acquired Tishman Construction in 2010. On December 10, 2015, the U.S. Attorney announced that Tishman Construction has agreed to settle this matter by entering into a deferred prosecution agreement, paying approximately \$5.6 million in restitution to clients and paying approximately \$14.6 million in fines over a two year period to the federal government. Tishman Construction did not keep any of the funds in question, which were provided to Local 79 labor foreman and will offer restitution payments pursuant to the settlement. In addition, Tishman Construction has made improvements to its internal compliance procedures that were further enhanced following AECOM's acquisition of Tishman Construction. This settlement does not impact the ability of Tishman Construction to perform its contracts. On January 11, 2018, Tishman Construction completed the two-year deferral period and the charges against Tishman were dismissed with prejudice.
- b. On May 9, 2019, the New York State Department of Labor (NYSDOL) issued a notice of violation to URS Corporation – New York for violation of New York Labor Law relating to collection of the minimum number of air samples when conducting clearance air sampling in a large abatement work area in connection with surveying for asbestos containing material and monitoring ACM abatement activities during demolition. The NYSDOL elected not to prosecute the violation or further investigate.

Question 14c

- a. URS Corporation, the parent company of URS Corporation – New York, discovered through an internal investigation that George Papadopoulos, its former Vice President and Boston Office Manager, overcharged two URS clients via the submission of non-bona fide expense reports. URS terminated Mr. Papadopoulos' employment on February 13, 2009. On February 23, 2010, the Massachusetts Attorney General's Office filed criminal charges against Papadopoulos, and on April 21, 2010, after pleading guilty to larceny and procurement fraud, Papadopoulos was sentenced to 4-5 years in state prison. No criminal charges were filed against URS in connection with this matter.

Subsequent to the discovery of the issue in Boston, MA, URS tightened its internal controls over employee expense reporting. The changes included: revising certain policies and procedures to make them more stringent; increasing the depth of the audit procedures employed by our central accounting department; adding additional secondary and sometimes tertiary reviews for expense reimbursements that reach certain thresholds conducted by the central accounting department; revising URS's employee training related to the expense reporting; enhancing the training of the accounting staff responsible for auditing expense reports; and, implementing Concur® Automated Expense reporting system that is directly linked to URS employee credit cards for direct payment of charges to American Express. URS' Corporate internal audit department expanded the number of independent audits of employee expense reports to ensure compliance with our guidelines.

In 2014, URS was acquired by AECOM and the legacy URS businesses have been integrated into the AECOM corporate structure. AECOM has, and URS had, a variety of company-wide business conduct and ethics policies that serve as the foundation for how the Company conducts business and that describe the essential values and ethical behavior that employees are required to uphold both in principle and action. All employees, officers and directors are expected to familiarize themselves with these policies and understand their application to the performance of their business responsibilities. Additionally, AECOM maintains, and URS maintained, a toll-free Ethics Hotline, which is available should anyone have questions related to business ethics or for reporting suspected misconduct.

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**URS CORPORATION-NEW YORK
CT-BLMS
120 S CENTRAL AVENUE
SUITE 400
CLAYTON, MO 63105-1705**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2018 TO 12/31/2020.



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0015042



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Robert Orlin [BOB.ORLIN@AECOM.COM]

Dated: 07/21/2020 02:56:32 PM

Vendor: URS Corporation - New York

Title: Secretary



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Robert Orlin [BOB.ORLIN@AECOM.COM]

Dated: 07/23/2020 10:48:10 AM

Vendor: URS Corporation - New York

Title: Secretary

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Robert Orlin
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: US
- Business Address: 605 Third Ave
City: New York State/Province/Territory: NY Zip/Postal Code: 10158
Country: US
Telephone: 2129733070
- Other present address(es):
City: New York State/Province/Territory: NY Zip/Postal Code: 10158
Country: US
Telephone: 2129733070

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>03/15/2018</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

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6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

The entities listed in Section 5 are all AECOM owned entities, many of which contract with government clients.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

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- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

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- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert Orlin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert Orlin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

URS Corporation - New York

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Robert Orlin [BOB.ORLIN@AECOM.COM]

Secretary

Title

07/21/2020 02:59:08 PM

Date

Question 5 - Robert Orlin Roles

Entity Name	Title
AECOM Architects & Engineers (NJ), Inc.	Secretary
AECOM Architects & Engineers (NJ), Inc.	Director
AECOM C&E, Inc.	Authorized Signatory
AECOM Consult, Inc.	Secretary
AECOM Environmental Consulting, Inc.	Director
AECOM Environmental Consulting, Inc.	Secretary
AECOM Infrastructure, Inc.	Assistant Secretary
AECOM Services of PA, Inc.	Secretary
AECOM Services, Inc.	Assistant Secretary
AECOM Services, Inc.	Authorized Signatory
AECOM Technical Services Architects & Engineers, Inc.	Director
AECOM Technical Services Architects & Engineers, Inc.	Secretary
AECOM Technical Services Northeast, Inc.	Secretary
AECOM Technical Services, Inc.	Vice-President/Assistant Secretary
AECOM USA of Massachusetts, Inc.	Clerk/Secretary
AECOM USA, Inc.	Vice President
AECOM USA, Inc.	Secretary
AECOM USA, Inc.	Director
ATC Architecture, Inc.	Secretary
ATC Engineering, Inc.	Secretary
Consoer Townsend Envirodyne Engineers of New York, Inc.	Secretary
Consoer Townsend Envirodyne Engineers of New York, Inc.	Director
DMJM Aviation of Michigan, Inc.	Secretary
DMJM Aviation, Inc.	Director
DMJM Aviation, Inc.	Assistant Secretary
DMJM International	Assistant Secretary
DMJM+HARRIS CANADA INC.	Vice President/Asst. Secretary
EDAW, Inc.	Vice President/Asst. Secretary
Material Testing Services, Inc.	Vice President/Secretary
Metcalf & Eddy of New York, Inc.	Director
Metcalf & Eddy of New York, Inc.	Vice President and Secretary
Metcalf & Eddy of New York, Inc.	Vice President
TAMS Consultants, Inc.	Secretary
URS Corporation	Assistant Secretary
URS Corporation - New York	Secretary

Question 7

- 1) In March of 2016, AECOM received a Notice of Termination for Cause from Atlantic City Electric, a PHI Company, on a Substation Project. AECOM disagrees with the purported basis for the notice and is contesting this notice.
- 2) In November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that it had terminated its contract with ATS for the design of a sewer lift station for default. ATS disagreed with the termination. The City of Sarasota ultimately filed suit and in November 2018 a jury found that AECOM did not breach its contract with the City.
- 3) In August 2016, ATS received a letter from the Redevelopment Authority for the City of Milwaukee asserting that the Authority considered its contract with ATS terminated for cause. ATS believed the termination was unjustified and ignored relevant Project history. ATS contested the termination, and it has been re-characterized as a termination for convenience.

Question7c

In March of 2019, AECOM Technical Services, Inc. ("ATS"), parent company of AECOM USA, Inc., entered into a Settlement Agreement with the City of Philadelphia (the "City") whereby ATS agreed that it would not apply for or enter into any non-competitively bid contract with the City or receive Financial Assistance from the City until after December 31, 2019. ATS continues to work under contracts it currently holds with the City and continues to remain eligible for any appropriate renewals and extensions of those contracts. The Settlement Agreement relates solely to ATS' omission of nine campaign contributions that were made by either the AECOM political action committee or by AECOM officers on ATS' disclosure materials submitted in connection with City contracts. At no time did ATS exceed any applicable City campaign finance limits. The Settlement Agreement is not an admission of liability or wrong-doing and the City has not debarred or suspended AECOM. Further, ATS has since increased internal protocols related to tracking of political contributions in an effort to avoid inadvertent omissions in the future.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: John Cardoni
Date of birth: _____
Home address: _____ State/Province/Territory: _____ Zip/Postal Code: _____
City: _____ Country: _____
Business Address: 250 Apollo Drive
City: Chelmsford State/Province/Territory: MA Zip/Postal Code: 01824
Country: US
Telephone: 9787707182
Other present address(es): _____
City: _____ Country: _____ State/Province/Territory: _____ Zip/Postal Code: _____
US
Telephone: 6037707182

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>01/14/2019</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

1 File(s) Uploaded: John Cardoni Corporate Roles.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

The entities listed in Section 5 are all AECOM owned entities, many of which contract with government clients.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

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- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

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- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, John Cardoni , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John Cardoni , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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URS Corporation - New York

Name of submitting business

Electronically signed and certified at the date and time indicated by:

John Cardoni [JOHN.CARDONI@AECOM.COM]

President

Title

07/22/2020 05:22:24 PM

Date

Question 7

- 1) In March of 2016, AECOM received a Notice of Termination for Cause from Atlantic City Electric, a PHI Company, on a Substation Project. AECOM disagrees with the purported basis for the notice and is contesting this notice.
- 2) In November of 2012, ATS received a notice from the City of Sarasota, Florida, notifying ATS that it had terminated its contract with ATS for the design of a sewer lift station for default. ATS disagreed with the termination. The City of Sarasota ultimately filed suit and in November 2018 a jury found that AECOM did not breach its contract with the City.
- 3) In August 2016, ATS received a letter from the Redevelopment Authority for the City of Milwaukee asserting that the Authority considered its contract with ATS terminated for cause. ATS believed the termination was unjustified and ignored relevant Project history. ATS contested the termination, and it has been re-characterized as a termination for convenience.

Question7c

In March of 2019, AECOM Technical Services, Inc. ("ATS"), parent company of AECOM USA, Inc., entered into a Settlement Agreement with the City of Philadelphia (the "City") whereby ATS agreed that it would not apply for or enter into any non-competitively bid contract with the City or receive Financial Assistance from the City until after December 31, 2019. ATS continues to work under contracts it currently holds with the City and continues to remain eligible for any appropriate renewals and extensions of those contracts. The Settlement Agreement relates solely to ATS' omission of nine campaign contributions that were made by either the AECOM political action committee or by AECOM officers on ATS' disclosure materials submitted in connection with City contracts. At no time did ATS exceed any applicable City campaign finance limits. The Settlement Agreement is not an admission of liability or wrong-doing and the City has not debarred or suspended AECOM. Further, ATS has since increased internal protocols related to tracking of political contributions in an effort to avoid inadvertent omissions in the future.

John Cardoni Corporate Roles

Entity Name	Title	Title Role	Role Start
AECOM Architects & Engineers (NJ), Inc.	President	Officer	01/14/2019
AECOM Environmental Consulting, Inc.	President	Officer	09/13/2017
AECOM Technical Services Architects & Engineers, Inc.	Senior Vice President	Officer	12/21/2015
AECOM Technical Services Northeast, Inc.	Senior Vice President	Officer	12/21/2015
AECOM Technical Services, Inc.	Senior Vice President	Officer	--
AECOM USA of Massachusetts, Inc.	Director	Director	06/22/2016
AECOM USA of Massachusetts, Inc.	President & CEO	Officer	06/22/2016
AECOM USA, Inc.	Director	Director	10/01/2018
AECOM USA, Inc.	President and Chief Operating Officer	Officer	01/14/2019
ATC Architecture, Inc.	Director	Director	01/30/2019
ATC Engineering, Inc.	Senior Vice President	Officer	12/21/2015
ATC Engineering, Inc.	Director	Director	01/30/2019
DMJM+HARRIS CANADA INC.	Director	Director	02/06/2019
DMJM+HARRIS CANADA INC.	President/Chairman	Officer	02/06/2019
Material Testing Services, Inc.	Chief Operating Officer	Officer	01/30/2019
Metcalf & Eddy of New York, Inc.	Senior Vice President	Officer	07/19/2016
Metcalf & Eddy of New York, Inc.	Director	Director	01/14/2019
Metcalf & Eddy of New York, Inc.	President and Chief Operating Officer	Officer	01/14/2019
URS Corporation - New York	Chief Operating Officer	Officer	01/30/2019
URS Corporation - New York	President	Officer	01/30/2019
URS Corporation AES	Director	Director	04/17/2018
URS Corporation AES	Senior Vice President	Officer	04/17/2018

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Touraj (Tom) Tehrani
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: US
- Business Address: 605 Third Avenue
City: New York State/Province/Territory: NY Zip/Postal Code: 10158
Country: US
Telephone: 2128960340
- Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>12/01/2017</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

The entities listed in Section 5 are all AECOM owned entities, many of which contract with government clients

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Touraj (Tom) Tehrani , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Touraj (Tom) Tehrani , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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URS Corporation

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Touraj (Tom) Tehrani [TOM.TEHRANI@AECOM.COM]

CEO

Title

07/21/2020 04:21:55 PM

Date

Tom Tehrani Corporate Roles

Entity Name	Title
AECOM USA, Inc.	Vice President
URS Corporation - New York	Chief Executive Officer - Professional Engineering
URS Greiner Woodward-Clyde Consultants, Inc.	Chief Executive Officer - Professional Engineering

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Vishnu Ramlagan
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: US
- Business Address: 605 3rd Ave
City: New York State/Province/Territory: NY Zip/Postal Code: 10158
Country: US
Telephone: 3478358642
- Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	<u>07/01/2020</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<u>07/01/2020</u>	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

The entities listed from Question 5 (attached) are all AECOM owned entities, many of which contract with government entities.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

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f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

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been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Vishnu Ramlagan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Vishnu Ramlagan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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URS Corporation - New York

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Vishnu Ramlagan [VISHNU.RAMLAGAN@AECOM.COM]

Chief Financial Officer

Title

07/21/2020 05:08:22 PM

Date

Vishnu Ramlagan Roles - Question 5

Entity Name	Title	Role Start
AECOM USA of Massachusetts, Inc.	Treasurer	07/01/2020
ATC Architecture, Inc.	Treasurer	07/01/2020
ATC Engineering, Inc.	Treasurer	07/01/2020
DMJM+HARRIS CANADA INC.	Vice President and Treasurer	07/01/2020
Material Testing Services, Inc.	Treasurer	07/01/2020
Metcalf & Eddy of New York, Inc.	Treasurer	07/01/2020
TAMS Consultants, Inc.	Treasurer	07/01/2020
AECOM USA, Inc.	Chief Financial Officer	07/01/2020

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: URS Corporation - New YorkAddress: 605 Third AveCity: New York State/Province/Territory: NY Zip/Postal Code: 10158Country: US2. Entity's Vendor Identification Number: 1114458003. Type of Business: Closely Held Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded URSNY CCV Principals July 2020.pdf

First Name	<u>Robert</u>
Last Name	<u>Orlin</u>
MI	_____
Suffix	_____
Address	<u>605 Third Ave</u>
City	<u>New York</u>
State/Province/Territory	<u>NY</u>
Zip/Postal Code	<u>10158</u>
Country	<u>US</u>
Position	<u>Secretary</u>

First Name	<u>Touraj (Tom)</u>
Last Name	<u>Tehrani</u>
MI	_____
Suffix	_____
Address	<u>605 Third Ave</u>
City	<u>New York</u>
State/Province/Territory	<u>NY</u>
Zip/Postal Code	<u>10158</u>
Country	<u>US</u>
Position	<u>Chief Exec. Officer</u>

First Name	<u>John</u>
Last Name	<u>Cardoni</u>
MI	_____
Suffix	_____
Address	<u>250 Apollo Drive</u>
City	<u>Chelmsford</u>
State/Province/Territory	<u>MA</u>
Zip/Postal Code	<u>01824</u>
Country	<u>US</u>
Position	<u>President</u>

First Name	<u>Vishnu</u>
Last Name	<u>Ramlagan</u>
MI	_____
Suffix	_____
Address	<u>605 Third Ave</u>
City	<u>New York</u>
State/Province/Territory	<u>NY</u>
Zip/Postal Code	<u>10158</u>

Country	US
Position	Chief Financial Officer

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

URS Corporation - New York is 100% owned by URS Corporation, 300 California St, 4th Floor, San Francisco, CA 90104, which is ultimately owned by AECOM, a Delaware Corp that is publicly traded on the NYSE under the symbol ACM.

See Attached 10K

1 File(s) uploaded AECOM 10K.pdf

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see attached. None of the affiliates listed will take part in the performance of the contract.

1 File(s) uploaded URSNY Affiliates.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to

his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Robert Orlin [BOB.ORLIN@AECOM.COM]

Dated: 07/21/2020 03:16:23 PM

Title: Secretary

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

URS Corporation – New York Affiliates (entities owned by URS Corporation (NV Corp))	FEIN
LopezGarcia Group, Inc.	752243260
B.P Barber & Associates	570262530
AECOM Great Lakes, Inc.	381776252
Forerunner Corporation	841344715
Radian Engineering, Inc.	131758414
URS Architects/Engineers, Inc.	223108395
URS Construction Services, Inc.	593662286
URS Corporation - Ohio	340939859
URS Greiner Woodward-Clyde Consultants, Inc.	941684024
URS International, Inc.	943128864
URS Architecture - Oregon, Inc.	010797742
URS Alaska, LLC	262223260

URS Corporation – New York
Principals for CCV Form

Tom Tehrani – Chief Executive Officer for Professional Engineering Services

[REDACTED]

John Cardoni – President & Chief Operating Officer

[REDACTED]

Vishnu Ramlagan – Chief Financial Officer

[REDACTED]

Robert Orlin – Secretary

[REDACTED]

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-K**

(Mark one)



**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 0-52423

AECOM

(Exact name of Registrant as specified in Schedule)

Delaware
State or Other Jurisdiction of Incorporation or Organization

61-1088522
RSMP Oyerment Category Number

1999 Avenue of the Stars, Suite 2600	
Los Angeles, California	90067
Address of Principal Executive Offices	Zip Code

(213) 593-8000

Registrant's Telephone Number, Including Area Code

Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report

Securities Registered Pursuant to Section 12(b) of the Act

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	ACM	New York Stock Exchange

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act: ☒ Yes ☐ No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act: ☐ Yes ☒ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period as the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days: ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period as the registrant was required to submit such files): ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒
Non-accelerated filer ☐

Accelerated filer ☐
Smaller reporting company ☐
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act: ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act): Yes ☐ No ☒

The aggregate market value of the registrant's common stock held by non-affiliates on March 29, 2019 (the last business day of the registrant's most recent completed second fiscal quarter), based upon the closing price of a share of the registrant's common stock on such date as reported on the New York Stock Exchange was approximately \$4.4 billion.

Number of shares of the registrant's common stock outstanding as of November 4, 2019 157,086,194

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates information by reference from the registrant's definitive proxy statement for the 2020 Annual Meeting of Stockholders, to be filed within 120 days of the registrant's fiscal 2019 year end.

TABLE OF CONTENTS

	<u>Page</u>
ITEM BUSINESS	3
ITEM A RISK FACTORS	3
ITEM B UNRESOLVED STAFF COMMENTS	30
ITEM 2 PROPERTIES	30
ITEM 3 LEGAL PROCEEDINGS	30
ITEM 4 MINE SAFETY DISCLOSURE	3
ITEM 5 MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES	3
ITEM 6 SELECTED FINANCIAL DATA	33
ITEM 7 MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	35
ITEM 7A QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK	66
ITEM 8 FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA	68
ITEM 9 CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE	23
ITEM 9A CONTROLS AND PROCEDURES	23
ITEM 9B OTHER INFORMATION	24
ITEM 10 DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE	24
ITEM EXECUTIVE COMPENSATION	24
ITEM 2 SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS	24
ITEM 3 CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE	24
ITEM 4 PRINCIPAL ACCOUNTANT FEES AND SERVICES	24
ITEM 5 EXHIBITS AND FINANCIAL STATEMENT SCHEDULES	25
ITEM 6 FORM 10-K SUMMARY	29

PART I

ITEM 1. BUSINESS

In this report, we use the terms “the Company,” “we,” “us” and “our” to refer to AECOM and its consolidated subsidiaries. Unless otherwise noted, references to years are for fiscal years. Our fiscal year consists of 52 or 53 weeks, ending on the Friday closest to September 30. For clarity of presentation, we present all periods as if the year ended on September 30. We refer to the fiscal year ended September 30, 2018 as “fiscal 2018” and the fiscal year ended September 30, 2019 as “fiscal 2019.”

Overview

We are a leading fully integrated firm positioned to design, build, finance and operate infrastructure assets for governments, businesses and organizations throughout the world. We provide planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government markets. We also provide construction services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas. In addition, we provide program and facilities management and maintenance, training, logistics, consulting, technical assistance, and systems integration and information technology services, primarily for agencies of the U.S. government and also for national governments around the world. According to *Engineering News-Record's* (ENR's) 2019 Design Survey, we are the second largest general architectural and engineering design firm in the world, ranked by 2018 design revenue. In addition, we are ranked by ENR as the leading firm in a number of design end markets, including transportation and general building.

We were formed in 1980 as Ashland Technology Company, a Delaware corporation and a wholly owned subsidiary of Ashland, Inc., an oil and gas refining and distribution company. Since becoming independent of Ashland Inc., we have grown by a combination of organic growth and strategic mergers and acquisitions from approximately 3,300 employees and \$387 million in revenue in fiscal 1999, the first full fiscal year of independent operations, to approximately 86,000 employees at September 30, 2019 and \$20.2 billion in revenue for fiscal 2019. We completed the initial public offering of our common stock in May 2007 and these shares are traded on the New York Stock Exchange.

We report our business through four segments, each of which is described in further detail below: Design and Consulting Services (DCS), Construction Services (CS), Management Services (MS), and AECOM Capital (ACAP). Such segments are organized by the types of services provided, the differing specialized needs of the respective clients, and how we manage the business. We have aggregated various operating segments into our reportable segments based on their similar characteristics, including similar long-term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

- *Design and Consulting Services (DCS):* Planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government.
- *Construction Services (CS):* Construction services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas.
- *Management Services (MS):* Program and facilities management and maintenance, training, logistics, consulting, technical assistance, and systems integration and information technology services, primarily for agencies of the U.S. government and other national governments around the world.
- *AECOM Capital (ACAP):* Investments primarily in real estate projects.

Our Design and Consulting Services Segment

Our DCS segment comprises a broad array of services, generally provided on a fee for service basis. These services include planning, consulting, architectural and engineering design, program management and construction management for industrial, commercial, institutional and government clients worldwide. For each of these services, our technical expertise includes civil, structural, process, mechanical, geotechnical systems and electrical engineering, architectural, landscape and interior design, urban and regional planning, project economics, cost consulting and environmental, health and safety work.

With our technical and management expertise, we are able to provide our clients a broad spectrum of services. For example, within our environmental management service offerings, we provide remediation, regulatory compliance planning and management, environmental modeling, environmental impact assessment and environmental permitting for major capital/infrastructure projects.

Our services may be sequenced over multiple phases. For example, in the area of program management and construction management services, our work for a client may begin with a small consulting or planning contract, and may later develop into an overall management role for the project or a series of projects, which we refer to as a program. Program and construction management contracts may employ small or large project teams and, in many cases, operate as an outsourcing arrangement with our staff located at the project site.

We provide the services in our DCS segment both directly and through joint ventures or similar partner arrangements to the following end markets or business sectors:

Transportation.

- *Transit and Rail.* Light rail, heavy rail (including high speed, commuter and freight) and multimodal transit projects
- *Marine, Ports and Harbors.* Wharf facilities and container port facilities for private and public port operators
- *Highways, Bridges and Tunnels.* Interstate, primary and secondary urban and rural highway systems and bridge projects
- *Aviation.* Landside terminal and airside facilities, runways and taxiways

Facilities.

- *Government.* Emergency response services for the U.S. Department of Homeland Security, including the Federal Emergency Management Agency and engineering and program management services for agencies of the Department of Defense and Department of Energy
- *Industrial.* Industrial facilities for a variety of niche end markets such as manufacturing, distribution, aviation, aerospace, communications, media, pharmaceuticals, renewable energy, chemical, and food and beverage facilities
- *Urban Master Planning Design.* Strategic planning and master planning services for new cities and major mixed use developments in India, China, Southeast Asia, the Middle East, North Africa, the United Kingdom and the United States
- *Commercial and Leisure Facilities.* Corporate headquarters, high rise office towers, historic buildings, hotels, leisure, sports and entertainment facilities and corporate campuses

- *Educational.* College and university campuses
- *Health Care.* Private and public health facilities
- *Correctional.* Detention and correction facilities throughout the world

Environmental.

- *Water and Wastewater.* Treatment facilities as well as supply, distribution and collection systems, stormwater management, desalinization, and other water re use technologies
- *Environmental Management.* Remediation, waste handling, testing and monitoring of environmental conditions and environmental construction management
- *Water Resources.* Regional scale floodplain mapping and analysis for public agencies, along with the analysis and development of protected groundwater resources for companies in the bottled water industry

Energy Power.

- *Demand Side Management.* Public K – 2 schools and universities, health care facilities, and courthouses and other public buildings, as well as energy conservation systems for utilities
- *Transmission and Distribution.* Power stations and electric transmissions and distribution and co generation systems
- *Alternative Renewable Energy.* Production facilities such as ethanol plants, wind farms and micro hydropower and geothermal subsections of regional power grids
- *Hydropower Dams.* Hydroelectric power stations, dams, spillways, and flood control systems
- *Solar.* Solar photovoltaic projects and environmental permitting services

Our Construction Services Segment

Through our CS segment, we provide construction, program and construction management services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas

We provide the services in our CS segment both directly and through joint ventures or similar partner arrangements, to the following end markets and business sectors:

Building. We provide construction, program and construction management services for large scale building and facility construction projects around the world including:

- Sports arenas;
- Modern office and residential towers;
- Hotel and gaming facilities;
- Meeting and exhibition spaces;
- Performance venues;

[Table of Contents](#)

- Education facilities;
- Mass transit terminals; and
- Data centers

Energy. We plan, design, engineer, construct, retrofit and maintain a wide range of power generating facilities, as well as the systems that transmit and distribute electricity. We provide these services to utilities, industrial co generators, independent power producers, original equipment manufacturers and government utilities including:

- Fossil fuel power generating facilities;
- Nuclear power generating facilities and decommissioning;
- Hydroelectric power generating facilities;
- Alternative and renewable energy sources, including biomass, geothermal, solar energy and wind systems;
- Transmission and distribution systems; and
- Emissions control systems

We also provide a wide range of planning, design, engineering, construction, production, and operations and maintenance services across the oil and gas upstream, midstream and downstream supply chain. For downstream refining and processing operations, we design and construct gas treatment and processing, refining and petrochemical facilities, and provide asset management and maintenance services for oil sands production facilities, oil refineries and related chemical, energy, power and processing plants. For oil and gas production, we provide construction, fabrication and installation, commissioning and maintenance services for field production facilities, equipment and process modules, site infrastructure and off site support facilities including:

- Construction of access roads and well pads, and field production facilities;
- Pipeline construction, installation, maintenance and repair; and
- Equipment and process module fabrication, installation and maintenance

Infrastructure and Industrial. We provide construction, design build program and construction management services for large scale infrastructure projects around the world including design build services. We also provide a wide range of engineering, procurement and construction services for industrial and process facilities and the expansion, modification and upgrade of existing facilities. We provide these services to local, state, federal and national governments as well as corporations including:

- Highways, bridges, airports, rail and other transit projects;
- Maritime and terminal facilities;
- Dams, water and waste water projects;
- Industrial production facilities; and
- Mines and mining facilities

Our Management Services Segment

Through our MS segment, we are a major contractor to the U S federal government and we serve a wide variety of government departments and agencies, including the Department of Defense, the Department of Energy (DOE) and other U S federal agencies. We also serve departments and agencies of other national governments, such as the U K Nuclear Decommissioning Authority (NDA) and the U K Ministry of Defense. Our services range from program and facilities management, environmental management, training, logistics, consulting, systems engineering and technical assistance, and systems integration and information technology.

We provide a wide array of classified and unclassified services in our MS segment, both directly and through joint ventures or similar partner arrangements, including:

- Operation and maintenance of complex government installations, including military bases and test ranges;
- Network and communications engineering, software engineering, IT infrastructure design and implementation, cyber defense and cloud computing technologies;
- Deactivation, decommissioning and disposal of nuclear and high hazard waste;
- Management and operations and maintenance services for complex DOE and NDA programs and facilities;
- Testing and development of new components and platforms, as well as engineering and technical support for the modernization of aging weapon systems;
- Logistics support for government supply and distribution networks, including warehousing, packaging, delivery and traffic management;
- Acquisition support for new weapons platforms;
- Maintenance planning to extend the service life of weapons systems and other military equipment;
- Maintenance, modification and overhaul of military aircraft and ground vehicles;
- Safety analyses for high hazard facilities and licensing for DOE sites;
- Threat assessments of public facilities and the development of force protection and security systems;
- Planning and conducting emergency preparedness exercises;
- First responder training for the military and other government agencies;
- Management and operations and maintenance of chemical agent and chemical weapon disposal facilities;
- Installation of monitoring technology to detect the movement of nuclear and radiological materials across national borders;
- Planning, design and construction of aircraft hangars, barracks, military hospitals and other government buildings; and
- Environmental remediation and restoration for the redevelopment of military bases and other government and commercial installations, including commercial reactor deactivation and demolition.

Our AECOM Capital Segment

ACAP was formed in 2013 and primarily invests in and develops real estate projects. ACAP typically partners with investors and experienced developers as co general partners. ACAP may, but is not required to, enter into contracts with our other AECOM affiliates to provide design, engineering, construction management, development and operations and maintenance services for ACAP funded projects. ACAP development activity is conducted through joint ventures or subsidiaries that may be consolidated or unconsolidated for financial reporting purposes depending on the extent and nature of our ownership interest. In addition, in connection with the investment activities of ACAP, AECOM or an affiliate may provide guarantees of certain financial obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations and other lender required guarantees. We partnered with Canyon Partners to form a joint registered investment advisor focused on investing in co general partner equity opportunities in development and value add commercial real estate projects in the United States.

Our Clients

Our clients consist primarily of national, state, regional and local governments, public and private institutions and major corporations. The following table sets forth our total revenue attributable to these categories of clients for each of the periods indicated:

	Year Ended September 30, (\$ in millions)					
	2019		2018		2017	
U.S. Federal Government						
DCS	\$ 3.3	6 %	\$ 957.5	5 %	\$ 687.7	4 %
CS	293.9		293.4		38.4	
MS	3,842	9	3,424.3	7	3,223	7
Subtotal U.S. Federal Government	5,267.3	26	4,675.2	23	3,948.4	22
U.S. State and Local Governments	3,256.2	6	3,750.7	9	2,808	5
Non U.S. Governments	2,208		2,200.6		980.4	
Subtotal Governments	6,644.3	53	6,626.5	53	8,736.9	48
Private Entities (worldwide)	9,529.0	47	9,529.0	47	9,466.5	52
Total	<u>\$ 20,733</u>	<u>00 %</u>	<u>\$ 20,555</u>	<u>00 %</u>	<u>\$ 8,203.4</u>	<u>00 %</u>

Other than the U.S. federal government, no single client accounted for 10% or more of our revenue in any of the past five fiscal years. Approximately 26%, 23% and 22% of our revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2019, 2018 and 2017, respectively. One of these contracts accounted for approximately 3%, 2% and 3% of our revenue in the years ended September 30, 2019, 2018 and 2017, respectively. The work attributed to the U.S. federal government includes our work for the Department of Defense, Department of Energy, Department of Justice and the Department of Homeland Security.

Contracts

The price provisions of the contracts we undertake can be grouped into several broad categories: cost reimbursable contracts, guaranteed maximum price contracts, and fixed price contracts.

Cost-Reimbursable Contracts

Cost reimbursable contracts include cost plus fixed fee, cost plus fixed rate, and time and materials price contracts. Under cost plus contracts, we charge clients for our costs, including both direct and indirect costs, plus a negotiated fee or rate. We recognize revenues based on actual direct costs incurred and the applicable fixed rate or portion of the fixed fee earned as of the balance sheet date. Under time and materials price contracts, we negotiate hourly billing rates and charge clients based on the actual time we expend on the project. In addition, clients reimburse us for materials and other direct incidental expenditures incurred in connection with our performance under the contract. Time and

material price contracts may also have a fixed price element in the form of not to exceed or guaranteed maximum price provisions

Some cost plus contracts provide for award fees or a penalty based on performance criteria in lieu of a fixed fee or fixed rate. Other contracts include a base fee component plus a performance based award fee. In addition, we may share award fees with subcontractors. We generally recognize revenue to the extent of costs actually incurred plus a proportionate amount of the fee expected to be earned. We take the award fee or penalty on contracts into consideration when estimating revenue and profit rates, and record revenue related to the award fees when there is sufficient information to assess anticipated contract performance and a significant reversal of the award fee is not probable. Once an award is received, the estimated or accrued fees are adjusted to the actual award amount.

Some cost plus contracts provide for incentive fees based on performance against contractual milestones. The amount of the incentive fees varies, depending on whether we achieve above, at, or below target results. We originally recognize revenue on these contracts based upon expected results. These estimates are revised when necessary based upon additional information that becomes available as the contract progresses.

Guaranteed Maximum Price Contracts

Guaranteed maximum price contracts (GMP) share many of the same contract provisions as cost plus and fixed price contracts. As with cost plus contracts, clients are provided a disclosure of all project costs, and a lump sum percentage fee is separately identified. We provide clients with a guaranteed price for the overall project (adjusted for change orders issued by clients) and a schedule including the expected completion date. Cost overruns or costs associated with project delays in completion could generally be our responsibility. For many of our commercial or residential GMP contracts, the final price is generally not established until we have subcontracted a substantial percentage of the trade contracts with terms consistent with the master contract, and we have negotiated additional contract limitations, such as waivers of consequential damages as well as aggregate caps on liabilities and liquidated damages. Revenue is recognized for GMP contracts as project costs are incurred relative to total estimated project costs.

Fixed-Price Contracts

Fixed price contracts include both lump sum and fixed unit price contracts. Under lump sum contracts, we perform all the work under the contract for a specified fee. Lump sum contracts are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. Under fixed unit price contracts, we perform a number of units of work at an agreed price per unit with the total payment under the contract determined by the actual number of units delivered. Revenue is recognized for fixed price contracts using the input method measured on a cost to cost basis.

Some of our fixed price contracts require us to provide surety bonds or parent company guarantees to assure our clients that their project will be completed in accordance with the terms of the contracts as further disclosed in Note 8. Commitments and Contingencies. In such cases, we may require our primary subcontractors to provide similar performance bonds and guarantees and to be adequately insured, and we may flow down the terms and conditions set forth in our agreement on to our subcontractors. There may be risks associated with completing these projects profitably if we are not able to perform our services within the fixed price contract terms.

For the year ended September 30, 2019, our revenue was comprised of 5 %, 20%, and 29% cost reimbursable, guaranteed maximum price, and fixed price contracts, respectively.

Joint Ventures

Some of our larger contracts may operate under joint ventures or other arrangements under which we team with other reputable companies, typically companies with which we have worked for many years. This is often done where the scale of the project dictates such an arrangement or when we want to strengthen either our market position or our technical skills.

Backlog

Backlog represents revenue we expect to realize for work completed by our consolidated subsidiaries and our proportionate share of work to be performed by unconsolidated joint ventures. Backlog is expressed in terms of gross revenue and therefore may include significant estimated amounts of third party or pass through costs to subcontractors and other parties. Backlog for our consolidated subsidiaries is comprised of contracted backlog and awarded backlog. Our contracted backlog includes revenue we expect to record in the future from signed contracts, and in the case of a public client, where the project has been funded. We report transaction price allocated to remaining unsatisfied performance obligations (RUPO) of \$23.6 billion, as described in Note 4, Revenue Recognition, in the notes to our consolidated financial statements. The most significant difference between our contracted backlog and RUPO is revenue related to service contracts that extend beyond the termination provision of those contracts. Our contracted backlog includes revenues for service contracts expected to be earned over the term of that contract. Guidance for the calculation of RUPO requires us to assume the contract will be terminated at its earliest convenience, resulting in RUPO to be \$0.7 billion lower than contracted backlog. Our awarded backlog includes revenue we expect to record in the future where we have been awarded the work, but the contractual agreement has not yet been signed. The net results of our unconsolidated joint ventures are recognized as equity earnings, and awarded and contracted backlog representing our proportionate share of work to be performed by unconsolidated joint ventures is not presented as revenue in our Consolidated Statements of Operations. For non government contracts, our backlog includes future revenue at contract rates, excluding contract renewals or extensions that are at the discretion of the client. For contracts with a not to exceed maximum amount, we include revenue from such contracts in backlog to the extent of the remaining estimated amount. We calculate backlog without regard to possible project reductions or expansions or potential cancellations until such changes or cancellations occur. No assurance can be given that we will ultimately realize our full backlog. Backlog fluctuates due to the timing of when contracts are awarded and contracted and when contract revenue is recognized. Many of our contracts require us to provide services over more than one year. Our backlog for the year ended September 30, 2019 increased \$5.6 billion, or 0.4%, to \$59.7 billion as compared to \$54 billion for the corresponding period last year, primarily due to the increase in our CS segment.

The following summarizes contracted and awarded backlog (in billions):

	September 30,	
	2019	2018
Contracted backlog:		
DCS segment	\$ 9.7	\$ 9.2
CS segment	0.5	9.3
MS segment	4	3.4
Total contracted backlog	<u>\$ 24.3</u>	<u>\$ 2.9</u>
Awarded backlog:		
DCS segment	\$ 6.6	\$ 7.5
CS segment	2.5	7.2
MS segment	4.0	4.5
Total awarded backlog	<u>\$ 33</u>	<u>\$ 29.2</u>
Unconsolidated joint venture backlog:		
CS segment	\$ 3	\$ 2.0
MS segment	0	0
Total unconsolidated joint venture backlog	<u>\$ 2.3</u>	<u>\$ 3.0</u>
Total backlog:		
DCS segment	\$ 6.3	\$ 6.7
CS segment	24.3	8.5
MS segment	9	8.9
Total backlog	<u>\$ 59.7</u>	<u>\$ 54</u>

Competition

The markets we serve are highly fragmented and we compete with a large number of regional, national and international companies. We have numerous competitors, ranging from small private firms to multi billion dollar companies, some of which have greater financial resources or that are more specialized and concentrate their resources in particular areas of expertise. The extent of our competition varies according to the particular markets and geographic area. The degree and type of competition we face is also influenced by the type and scope of a particular project. The technical and professional aspects of our services generally do not require large upfront capital expenditures and, therefore, provide limited barriers against new competitors.

We believe that we are well positioned to compete in our markets because of our reputation, our cost effectiveness, our long term client relationships, our extensive network of offices, our employee expertise, and our broad range of services. In addition, as a result of our extensive national and international network, we are able to offer our clients localized knowledge and expertise, as well as the support of our worldwide professional staff.

Seasonality

We experience seasonal trends in our business. Our revenue is typically higher in the last half of the fiscal year. The fourth quarter of our fiscal year (July to September 30) is typically our strongest quarter. We find that the U.S. federal government tends to authorize more work during the period preceding the end of our fiscal year, September 30. In addition, many U.S. state governments with fiscal years ending on June 30 tend to accelerate spending during their first quarter, when new funding becomes available. Further, our construction management revenue typically increases during the high construction season of the summer months. Within the United States, as well as other parts of the world, our business generally benefits from milder weather conditions in our fiscal fourth quarter, which allows for more productivity from our on site civil services. Our construction and project management services also typically expand during the high construction season of the summer months. The first quarter of our fiscal year (October to December 31) is typically our lowest revenue quarter. The harsher weather conditions impact our ability to complete work in parts of North America and the holiday season schedule affects our productivity during this period. For these reasons, coupled with the number and significance of client contracts commenced and completed during a particular period, as well as the timing of expenses incurred for corporate initiatives, it is not unusual for us to experience seasonal changes or fluctuations in our quarterly operating results.

Risk Management and Insurance

Risk management is an integral part of our project management approach and our project execution process. We have an Office of Risk Management that reviews and oversees the risk profile of our operations. Also, pursuant to our internal delegations of authority, we have an internal process whereby a group of senior members of our risk management team evaluate risk through internal risk analyses of higher risk projects, contracts or other business decisions. We maintain insurance covering professional liability and claims involving bodily injury and property damage. Wherever possible, we endeavor to eliminate or reduce the risk of loss on a project through the use of quality assurance/control, risk management, workplace safety and similar methods.

Regulations

Our business is impacted by environmental, health and safety, government procurement, anti bribery and other government regulations and requirements. Below is a summary of some of the significant regulations that impact our business.

Environmental, Health and Safety. Our business involves the planning, design, program management, construction and construction management, and operations and maintenance at various project sites, including but not limited to pollution control systems, nuclear facilities, hazardous waste and Superfund sites, contract mining sites, hydrocarbon production, distribution and transport sites, military bases and other infrastructure related facilities. We also regularly perform work, including oil field and pipeline construction services in and around sensitive environmental areas, such as rivers, lakes and wetlands. In addition, we have contracts with U.S. federal government entities to destroy

hazardous materials, including chemical agents and weapons stockpiles, as well as to decontaminate and decommission nuclear facilities. These activities may require us to manage, handle, remove, treat, transport and dispose of toxic or hazardous substances.

Significant fines, penalties and other sanctions may be imposed for non compliance with environmental and health and safety laws and regulations, and some laws provide for joint and several strict liabilities for remediation of releases of hazardous substances, rendering a person liable for environmental damage, without regard to negligence or fault on the part of such person. These laws and regulations may expose us to liability arising out of the conduct of operations or conditions caused by others, or for our acts that were in compliance with all applicable laws at the time these acts were performed. For example, there are a number of governmental laws that strictly regulate the handling, removal, treatment, transportation and disposal of toxic and hazardous substances, such as the Comprehensive Environmental Response Compensation and Liability Act of 1980, and comparable national and state laws, that impose strict, joint and several liabilities for the entire cost of cleanup, without regard to whether a company knew of or caused the release of hazardous substances. In addition, some environmental regulations can impose liability for the entire clean up upon owners, operators, generators, transporters and other persons arranging for the treatment or disposal of such hazardous substances related to contaminated facilities or project sites. Other federal environmental, health and safety laws affecting us include, but are not limited to, the Resource Conservation and Recovery Act, the National Environmental Policy Act, the Clean Air Act, the Clean Air Mercury Rule, the Occupational Safety and Health Act, the Toxic Substances Control Act and the Superfund Amendments and Reauthorization Act, as well as other comparable national and state laws. Liabilities related to environmental contamination or human exposure to hazardous substances, comparable national and state laws or a failure to comply with applicable regulations could result in substantial costs to us, including cleanup costs, fines and civil or criminal sanctions, third party claims for property damage or personal injury, or cessation of remediation activities.

Some of our business operations are covered by Public Law 85-804, which provides for indemnification by the U.S. federal government against claims and damages arising out of unusually hazardous or nuclear activities performed at the request of the U.S. federal government. Should public policies and laws change, however, U.S. federal government indemnification may not be available in the case of any future claims or liabilities relating to hazardous activities that we undertake to perform.

Government Procurement. The services we provide to the U.S. federal government are subject to Federal Acquisition Regulation, the Truth in Negotiations Act, Cost Accounting Standards, the Services Contract Act, export controls rules and Department of Defense (DOD) security regulations, as well as many other laws and regulations. These laws and regulations affect how we transact business with our clients and, in some instances, impose additional costs on our business operations. A violation of specific laws and regulations could lead to fines, contract termination or suspension of future contracts. Our government clients can also terminate, renegotiate, or modify any of their contracts with us at their convenience; and many of our government contracts are subject to renewal or extension annually.

Anti Bribery and other regulations. We are subject to the U.S. Foreign Corrupt Practices Act and similar anti bribery laws, which generally prohibit companies and their intermediaries from making improper payments to foreign government officials for the purpose of obtaining or retaining business. The U.K. Bribery Act of 2007 prohibits both domestic and international bribery, as well as bribery across both private and public sectors. In addition, an organization that “fails to prevent bribery” committed by anyone associated with the organization can be charged under the U.K. Bribery Act unless the organization can establish the defense of having implemented “adequate procedures” to prevent bribery. To the extent we export technical services, data and products outside of the U.S., we are subject to U.S. and international laws and regulations governing international trade and exports, including but not limited to the International Traffic in Arms Regulations, the Export Administration Regulations and trade sanctions against embargoed countries. We provide services to the DOD and other defense related entities that often require specialized professional qualifications and security clearances. In addition, as engineering design services professionals, we are subject to a variety of local, state, federal and foreign licensing and permit requirements and ethics rules.

Personnel

Our principal asset is our employees and large percentages of our employees have technical and professional backgrounds and undergraduate and/or advanced degrees. At the end of our fiscal 2009, we employed approximately

86,000 persons, of whom approximately 43,000 were employed in the United States. Over 5,000 of our domestic employees are covered by collective bargaining agreements or by specific labor agreements, which expire upon completion of the relevant project.

Raw Materials

We purchase most of the raw materials and components necessary to operate our business from numerous sources. However, the price and availability of raw materials and components may vary from year to year due to customer demand, production capacity, market conditions and material shortages. While we do not currently foresee the lack of availability of any particular raw materials in the near term, prolonged unavailability of raw materials necessary to our projects and services or significant price increases for those raw materials could have a material adverse effect on our business in the near term.

Government Contracts

Generally, our government contracts are subject to renegotiation or termination of contracts or subcontracts at the discretion of the U.S. federal, state or local governments, and national governments of other countries.

Trade Secrets and Other Intellectual Property

We rely principally on trade secrets, confidentiality policies and other contractual arrangements to protect much of our intellectual property.

Available Information

The reports we file with the Securities and Exchange Commission, including annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and proxy materials, including any amendments, are available free of charge on our website at www.aecom.com as soon as reasonably practicable after we electronically file such material with, or furnish it to the SEC. The SEC also maintains a web site (www.sec.gov) containing reports, proxy and information statements, and other information that we file with the SEC. Our Corporate Governance Guidelines and our Code of Ethics are available on our website at www.aecom.com under the "Investors" section. Copies of the information identified above may be obtained without charge from us by writing to AECOM, 999 Avenue of the Stars, Suite 2600, Los Angeles, California 90067, Attention: Corporate Secretary.

ITEM 1A. RISK FACTORS

We operate in a changing environment that involves numerous known and unknown risks and uncertainties that could materially adversely affect our operations. The risks described below highlight some of the factors that have affected, and in the future could affect our operations. Additional risks we do not yet know of or that we currently think are immaterial may also affect our business operations. If any of the events or circumstances described in the following risks actually occurs, our business, financial condition or results of operations could be materially adversely affected.

A United States federal government shutdown, payment delays or reduced demand for our services may have a material impact on our results of operation and financial condition.

The partial shutdown of the U.S. federal government in 2018 resulted in federal payment delays that negatively impacted our operational cash flow. Another U.S. federal government shutdown of similar or greater duration could significantly reduce demand for our services, delay payment and result in workforce reductions that may have a material adverse effect on our results of operation and financial condition. Moreover, a prolonged government shutdown could result in program cancellations, disruptions and/or stop work orders and could limit the U.S. federal government's ability to effectively process and our ability to perform on our U.S. government contracts and successfully compete for new work.

Demand for our services is cyclical and may be vulnerable to sudden economic downturns and reductions in government and private industry spending. If economic conditions remain uncertain and/or weaken, our revenue and profitability could be adversely affected.

Demand for our services is cyclical and may be vulnerable to sudden economic downturns, interest rate fluctuations and reductions in government and private industry spending that result in clients delaying, curtailing or canceling proposed and existing projects. For example, commodity price volatility has previously impacted our oil and gas business and business regions whose economies are substantially dependent on commodities prices such as the Middle East and has also impacted North American oil and gas clients' investment decisions.

United States and foreign trade policy actions and tariffs, such as the March 2018 imposition of tariffs on steel and aluminum imports, could impact client spending and affect the profitability of our fixed price construction projects. Where economies are weakening, our clients may demand more favorable pricing or other terms while their ability to pay our invoices or to pay them in a timely manner may be adversely affected. Our government clients may face budget deficits that prohibit them from funding proposed and existing projects. If economic conditions remain uncertain and/or weaken and/or government spending is reduced, our revenue and profitability could be adversely affected.

We depend on long-term government contracts, some of which are only funded on an annual basis. If appropriations for funding are not made in subsequent years of a multiple-year contract, we may not be able to realize all of our anticipated revenue and profits from that project.

A substantial portion of our revenue is derived from contracts with agencies and departments of national, state and local governments. During fiscal 2019 and 2018, approximately 53% and 53%, respectively, of our revenue was derived from contracts with government entities.

Most government contracts are subject to the government's budgetary approval process. Legislatures typically appropriate funds for a given program on a year by year basis, even though contract performance may take more than one year. In addition, public supported financing such as state and local municipal bonds may be only partially raised to support existing infrastructure projects. As a result, at the beginning of a program, the related contract is only partially funded, and additional funding is normally committed only as appropriations are made in each fiscal year. These appropriations, and the timing of payment of appropriated amounts, may be influenced by, among other things, the state of the economy, a government shutdown, competing priorities for appropriation, changes in administration or control of legislatures and the timing and amount of tax receipts and the overall level of government expenditures. Similarly, the impact of an economic downturn on state and local governments may make it more difficult for them to fund infrastructure projects. If appropriations are not made in subsequent years on our government contracts, then we will not realize all of our potential revenue and profit from that contract.

If we are unable to win or renew government contracts during regulated procurement processes, our operations and financial results would be harmed.

Government contracts are awarded through a regulated procurement process. The federal government has awarded multi-year contracts with pre-established terms and conditions, such as indefinite delivery contracts, that generally require those contractors that have previously been awarded the indefinite delivery contract to engage in an additional competitive bidding process before a task order is issued. In addition, the federal government has also awarded federal contracts based on a low price, technically acceptable criteria emphasizing price over qualitative factors, such as past performance. As a result of these competitive pricing pressures, our profit margins on future federal contracts may be reduced and may require us to make sustained efforts to reduce costs in order to realize revenues and profits under government contracts. If we are not successful in reducing the amount of costs we incur, our profitability on government contracts will be negatively impacted. In addition, we may not be awarded government contracts because of existing government policies designed to protect small businesses and under-represented minority contractors. Our inability to win or renew government contracts during regulated procurement processes could harm our operations and reduce our profits and revenues.

Governmental agencies may modify, curtail or terminate our contracts at any time prior to their completion and, if we do not replace them, we may suffer a decline in revenue.

Most government contracts may be modified, curtailed or terminated by the government either at its discretion or upon the default of the contractor. If the government terminates a contract at its discretion, then we typically are able to recover only costs incurred or committed, settlement expenses and profit on work completed prior to termination, which could prevent us from recognizing all of our potential revenue and profits from that contract. In addition, for some assignments, the U.S. government may attempt to “insource” the services to government employees rather than outsource to a contractor. If a government terminates a contract due to our default, we could be liable for excess costs incurred by the government in obtaining services from another source.

Our contracts with governmental agencies are subject to audit, which could result in adjustments to reimbursable contract costs or, if we are charged with wrongdoing, possible temporary or permanent suspension from participating in government programs.

Our books and records are subject to audit by the various governmental agencies we serve and their representatives. These audits can result in adjustments to the amount of contract costs we believe are reimbursable by the agencies and the amount of our overhead costs allocated to the agencies. If such matters are not resolved in our favor, they could have a material adverse effect on our business. In addition, if one of our subsidiaries is charged with wrongdoing as a result of an audit, that subsidiary, and possibly our company as a whole, could be temporarily suspended or could be prohibited from bidding on and receiving future government contracts for a period of time. Furthermore, as a government contractor, we are subject to an increased risk of investigations, criminal prosecution, civil fraud actions, whistleblower lawsuits and other legal actions and liabilities to which purely private sector companies are not, the results of which could materially adversely impact our business. For example, a qui tam lawsuit related to an affiliate was unsealed in 2016. Qui tam lawsuits typically allege that we have made false statements or certifications in connection with claims for payment, or improperly retained overpayments, from the government. These suits may remain under seal (and hence, be unknown to us) for some time while the government decides whether to intervene on behalf of the qui tam plaintiff.

Our substantial leverage and significant debt service obligations could adversely affect our financial condition and our ability to fulfill our obligations and operate our business.

We had approximately \$3.4 billion of indebtedness (excluding intercompany indebtedness) outstanding as of September 30, 2019, of which \$4 billion was secured obligations (exclusive of \$22.8 million of outstanding undrawn letters of credit) and we have an additional \$3 billion of availability under our Credit Agreement (after giving effect to outstanding letters of credit), all of which would be secured debt, if drawn. Our financial performance could be adversely affected by our substantial leverage. We may also incur significant additional indebtedness in the future, subject to various conditions.

This high level of indebtedness could have important negative consequences to us, including, but not limited to:

- we may have difficulty satisfying our obligations with respect to outstanding debt obligations;
- we may have difficulty obtaining financing in the future for working capital, acquisitions, capital expenditures or other purposes;
- we may need to use all, or a substantial portion, of our available excess cash flow to pay interest and principal on our debt, which will reduce the amount of money available to finance our operations and other business activities, including, but not limited to, working capital requirements, acquisitions, capital expenditures or other general corporate or business activities;
- our debt level increases our vulnerability to general economic downturns and adverse industry conditions;
- our debt level could limit our flexibility in planning for, or reacting to, changes in our business and in our

industry in general;

- our substantial amount of debt and the amount we must pay to service our debt obligations could place us at a competitive disadvantage compared to our competitors that have less debt;
- we may have increased borrowing costs;
- our clients, surety providers or insurance carriers may react adversely to our significant debt level;
- we may have insufficient funds, and our debt level may also restrict us from raising the funds necessary, to retire our debt instruments tendered to us upon maturity of our debt or the occurrence of a change of control, which would constitute an event of default under our debt instruments; and
- our failure to comply with the financial and other restrictive covenants in our debt instruments which, among other things, require us to maintain specified financial ratios and limit our ability to incur debt and sell assets, could result in an event of default that, if not cured or waived, could have a material adverse effect on our business or prospects

Our high level of indebtedness requires that we use a substantial portion of our cash flow from operations to pay principal of, and interest on, our indebtedness, which will reduce the availability of cash to fund working capital requirements, future acquisitions, capital expenditures or other general corporate or business activities

In addition, a portion of our indebtedness bears interest at variable rates, including borrowings under our Credit Agreement. If market interest rates increase, debt service on our variable rate debt will rise, which could adversely affect our cash flow, results of operations and financial position. Although we may employ hedging strategies such that a portion of the aggregate principal amount of our term loans carries a fixed rate of interest, any hedging arrangement put in place may not offer complete protection from this risk. Additionally, the remaining portion of borrowings under our Credit Agreement that is not hedged will be subject to changes in interest rates.

The agreements governing our debt contain a number of restrictive covenants which will limit our ability to finance future operations, acquisitions or capital needs or engage in other business activities that may be in our interest.

The Credit Agreement and the indentures governing our debt contain a number of significant covenants that impose operating and other restrictions on us and our subsidiaries. Such restrictions affect or will affect, and in many respects limit or prohibit, among other things, our ability and the ability of some of our subsidiaries to:

- incur additional indebtedness;
- create liens;
- pay dividends and make other distributions in respect of our equity securities;
- redeem or repurchase our equity securities;
- distribute excess cash flow from foreign to domestic subsidiaries;
- make investments or other restricted payments;
- sell assets;
- enter into transactions with affiliates; and
- effect mergers or consolidations

In addition, our Credit Agreement also requires us to comply with a consolidated interest coverage ratio and consolidated leverage ratio. Our ability to comply with these ratios may be affected by events beyond our control.

These restrictions could limit our ability to plan for or react to market or economic conditions or meet capital needs or otherwise restrict our activities or business plans, and could adversely affect our ability to finance our operations, acquisitions, investments or strategic alliances or other capital needs or to engage in other business activities that would be in our interest.

A breach of any of these covenants or our inability to comply with the required financial ratios could result in a default under our debt instruments. If an event of default occurs, our creditors could elect to:

- declare all borrowings outstanding, together with accrued and unpaid interest, to be immediately due and payable;
- require us to apply all of our available cash to repay the borrowings; or
- prevent us from making debt service payments on our borrowings.

If we were unable to repay or otherwise refinance these borrowings when due, the applicable creditors could sell the collateral securing some of our debt instruments, which constitutes substantially all of our domestic and foreign, wholly owned subsidiaries' assets.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under our Credit Agreement are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness will increase even though the amount borrowed remains the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. A 00% increase in such interest rates would increase total interest expense under our Credit Agreement for the year ended September 30, 2019 by \$ 5.2 million, including the effect of our interest rate swaps. We may, from time to time, enter into additional interest rate swaps that involve the exchange of floating for fixed rate interest payments in order to reduce interest rate volatility. However, we may not maintain interest rate swaps with respect to all of our variable rate indebtedness, and any swaps we enter into may not fully mitigate our interest rate risk and could be subject to credit risk themselves.

If we are unable to continue to access credit on acceptable terms, our business may be adversely affected.

The changing nature of the global credit markets could make it more difficult for us to access funds, refinance our existing indebtedness, enter into agreements for uncommitted debt bond facilities and new indebtedness, replace our existing revolving and term credit agreements or obtain funding through the issuance of our securities. We use credit facilities to support our working capital and other needs. There is no guarantee that we can continue to renew our credit facility on terms as favorable as those in our existing credit facility and, if we are unable to do so, our costs of borrowing and our business may be adversely affected.

The Budget Control Act of 2011 could significantly reduce U.S. government spending for the services we provide.

Under the Budget Control Act of 2011, an automatic sequestration process, or across the board budget cuts (half of which were defense related), was triggered when the Joint Select Committee on Deficit Reduction, a committee of twelve members of Congress, failed to agree on a deficit reduction plan for the U.S. federal budget. The Bipartisan Budget Act (BBA) of 2019 eliminates sequestration on discretionary accounts in 2020 and 2021 by increasing federal discretionary spending limits until 2021. The BBA also temporarily suspends the public debt limit through July 3, 2021. However, the Budget Control Act of 2011 remains in place, extended through 2029 and absent additional legislative or other remedial action, the sequestration could require reduced U.S. federal government spending from fiscal 2022 through fiscal 2029. A significant reduction in federal government spending or a change in budgetary priorities could reduce demand for our

services, cancel or delay federal projects, and result in the closure of federal facilities and significant personnel reductions, which could have a material adverse effect on our results of operations and financial condition

The uncertainty surrounding the implementation of, and effects of, the United Kingdom's proposed withdrawal from the European Union could have an adverse effect on our business and financial results.

In March 2017, the United Kingdom government initiated a process to withdraw from the European Union (Brexit) and began negotiating the terms of its separation. A withdrawal without a trade agreement in place could significantly disrupt the free movement of goods, services, and people between the United Kingdom and the European Union, and result in increased legal and regulatory complexities, as well as potential higher costs of conducting business in Europe. Further, the uncertainty surrounding Brexit has created substantial economic and political uncertainty and volatility in currency exchange rates. Our United Kingdom business is a significant part of our European operations with approximately 7,000 employees and revenues representing approximately 4% of our total revenue for the fiscal year ended September 30, 2019. The uncertainty created by Brexit may cause our customers to closely monitor their costs and reduce demand for our services and may ultimately result in new regulatory and cost challenges for our United Kingdom and global operations. Any of these events could adversely affect our United Kingdom, European and overall business and financial results.

Our operations worldwide expose us to legal, political and economic risks in different countries as well as currency exchange rate fluctuations that could harm our business and financial results.

During fiscal 2019, revenue attributable to our services provided outside of the United States to non U.S. clients was approximately 26% of our total revenue. There are risks inherent in doing business internationally, including:

- imposition of governmental controls and changes in laws, regulations or policies;
- political and economic instability, such as in the Middle East and South East Asia;
- civil unrest, acts of terrorism, force majeure, war, or other armed conflict;
- changes in U.S. and other national government trade policies affecting the markets for our services, such as recent retaliatory tariffs between the United States and China;
- recent political unrest in Hong Kong where AECOM has a significant presence;
- changes in regulatory practices, tariffs and taxes, such as Brexit;
- potential non compliance with a wide variety of laws and regulations, including anti corruption, export control and anti boycott laws and similar non U.S. laws and regulations;
- changes in labor conditions;
- logistical and communication challenges; and
- currency exchange rate fluctuations, devaluations and other conversion restrictions

Any of these factors could have a material adverse effect on our business, results of operations or financial condition

In addition, Saudi Arabia, the United Arab Emirates (UAE), Bahrain and Egypt have cut diplomatic ties and restricted business with Qatar by closing off access to that country with an air, sea and land traffic embargo. During the economic embargo, products cannot be shipped directly to Qatar from the UAE, Saudi Arabia or Bahrain and financial services may be limited. Our Qatari business is a significant part of our Middle East operations with approximately

several hundred employees. The economic embargo may make it difficult to complete ongoing Qatari projects and could reduce future demand for our services.

We operate in many different jurisdictions and we could be adversely affected by violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-corruption laws.

The U.S. Foreign Corrupt Practices Act (FCPA) and similar worldwide anti-corruption laws, including the U.K. Bribery Act of 2010, generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. Our internal policies mandate compliance with these anti-corruption laws, including the requirements to maintain accurate information and internal controls which may fall within the purview of the FCPA, its books and records provisions or its anti-bribery provisions. We operate in many parts of the world that have experienced governmental corruption to some degree; and, in some circumstances, strict compliance with anti-corruption laws may conflict with local customs and practices. Despite our training and compliance programs, we cannot assure that our internal control policies and procedures always will protect us from reckless or criminal acts committed by our employees or agents. In addition, from time to time, government investigations of corruption in construction-related industries affect us and our peers. Violations of these laws, or allegations of such violations, could disrupt our business and result in a material adverse effect on our results of operations or financial condition.

We work in international locations where there are high security risks, which could result in harm to our employees and contractors or material costs to us.

Some of our services are performed in high-risk locations, such as the Middle East, Africa, and Southwest Asia, where the country or location is suffering from political, social or economic problems, or war or civil unrest. In those locations where we have employees or operations, we may incur material costs to maintain the safety of our personnel. Despite these precautions, the safety of our personnel in these locations may continue to be at risk. Acts of terrorism and threats of armed conflicts in or around various areas in which we operate could limit or disrupt markets and our operations, including disruptions resulting from the evacuation of personnel, cancellation of contracts, or the loss of key employees, contractors or assets.

Many of our project sites are inherently dangerous workplaces. Failure to maintain safe work sites and equipment could result in environmental disasters, employee deaths or injuries, reduced profitability, the loss of projects or clients and possible exposure to litigation.

Our project sites often put our employees and others in close proximity with mechanized equipment, moving vehicles, chemical and manufacturing processes, and highly regulated materials. On some project sites, we may be responsible for safety and, accordingly, we have an obligation to implement effective safety procedures. If we fail to implement these procedures or if the procedures we implement are ineffective, we may suffer the loss of or injury to our employees, as well as expose ourselves to possible litigation. As a result, our failure to maintain adequate safety standards and equipment could result in reduced profitability or the loss of projects or clients, and could have a material adverse impact on our business, financial condition, and results of operations.

Cybersecurity threats, information technology systems outages and data privacy incidents could adversely harm our business.

We develop, install and maintain information technology systems for our clients and employees. We may experience errors, outages, or delays of service in our information technology systems, which could significantly disrupt our operations, impact our clients and employees, damage our reputation, and result in litigation and regulatory fines or penalties. Client contracts for the performance of information technology services, primarily with the federal government, as well as various privacy and securities laws pertaining to client and employee usage, require us to manage and protect sensitive and proprietary information. For example, the European Union General Data Protection Regulation extends the scope of the European Union data protection laws to all companies processing data of European Union residents, regardless of the company's location. In addition, the California Consumer Privacy Act increased the penalties for data privacy incidents.

We face threats to our information technology systems, including unauthorized access, computer hackers, computer viruses, malicious code, cyber attacks, phishing and other cybersecurity problems and system disruptions, including possible unauthorized access to our and our clients' proprietary information. We rely on industry accepted security measures and technology to securely maintain all proprietary information on our information technology systems. In the ordinary course of business, we have been targeted by malicious cyber attacks. Anyone who circumvents our security measures could misappropriate proprietary information, including information regarding us, our employees and/or our clients, or cause interruptions in our operations. Although we devote significant resources to our cybersecurity programs and have implemented security measures to protect our systems and to prevent, detect and respond to cybersecurity incidents, there can be no assurance that our efforts will prevent these threats. As these security threats continue to evolve, we may be required to devote additional resources to protect, prevent, detect and respond against system disruptions and security breaches.

We also rely in part on third party software and information technology vendors to run our critical accounting, project management and financial information systems. We depend on our software and information technology vendors to provide long term software and hardware support for our information systems. Our software and information technology vendors may decide to discontinue further development, integration or long term software and hardware support for our information systems, in which case we may need to abandon one or more of our current information systems and migrate some or all of our accounting, project management and financial information to other systems, thus increasing our operational expense, as well as disrupting the management of our business operations.

Any of these events could damage our reputation and have a material adverse effect on our business, financial condition, results of operations and cash flows. Furthermore, while we maintain insurance, that specifically cover these attacks, our coverage may not sufficiently cover all types of losses or claims that may arise.

An impairment charge of goodwill could have a material adverse impact on our financial condition and results of operations.

Because we have grown in part through acquisitions, goodwill and intangible assets net represent a substantial portion of our assets. Under generally accepted accounting principles in the United States (GAAP), we are required to test goodwill carried in our Consolidated Balance Sheets for possible impairment on an annual basis based upon a fair value approach and whenever events occur that indicate impairment could exist. These events or circumstances could include a significant change in the business climate, including a significant sustained decline in a reporting unit's market value, legal factors, operating performance indicators, competition, sale or disposition of a significant portion of our business, a significant sustained decline in our market capitalization and other factors. For example, in the year ended September 30, 2009, we recorded a noncash impairment of long lived assets, including goodwill of \$6.54 million primarily related to a decrease in the estimated recovery and fair value of reporting units with self performed at risk construction exposure in the CS segment.

In addition, if we experience a decrease in our stock price and market capitalization over a sustained period, we could have to record an impairment charge in the future. The amount of any impairment could be significant and could have a material adverse impact on our financial condition and results of operations for the period in which the charge is taken.

Our business and operating results could be adversely affected by losses under fixed-price or guaranteed maximum price contracts.

Fixed price contracts require us to either perform all work under the contract for a specified lump sum or to perform an estimated number of units of work at an agreed price per unit, with the total payment determined by the actual number of units performed. In addition, we may enter guaranteed maximum price contracts where we guarantee a price or delivery date. For the year ended September 30, 2009, our revenue was comprised of 5%, 20%, and 29% cost reimbursable, guaranteed maximum price, and fixed price contracts, respectively. Fixed price contracts expose us to a number of risks not inherent in cost reimbursable contracts, including underestimation of costs, ambiguities in specifications, unforeseen increases in or failures in estimating the cost of raw materials, equipment or labor, problems with new technologies, delays beyond our control, fluctuations in profit margins, failures of subcontractors to perform and

economic or other changes that may occur during the contract period. United States and foreign trade policy actions and tariffs such as the 2008 tariffs on steel and aluminum imports in the United States could affect the profitability of our fixed price construction projects. Losses under fixed price or guaranteed contracts could be substantial and adversely impact our results of operations.

Our failure to meet contractual schedule or performance requirements that we have guaranteed could adversely affect our operating results.

In some circumstances, we can incur liquidated or other damages if we do not achieve project completion by a scheduled date. If we or an entity for which we have provided a guarantee subsequently fails to complete the project as scheduled and the matter cannot be satisfactorily resolved with the client, we may be responsible for cost impacts to the client resulting from any delay or the cost to complete the project. Our costs generally increase from schedule delays and/or could exceed our projections for a particular project. In addition, project performance can be affected by a number of factors beyond our control, including unavoidable delays from governmental inaction, public opposition, inability to obtain financing, weather conditions, unavailability of vendor materials, changes in the project scope of services requested by our clients, industrial accidents, environmental hazards, labor disruptions and other factors. Material performance problems for existing and future contracts could cause actual results of operations to differ from those anticipated by us and also could cause us to suffer damage to our reputation within our industry and client base.

We may not be able to maintain adequate surety and financial capacity necessary for us to successfully bid on and win contracts.

In line with industry practice, we are often required to provide surety bonds, standby letters of credit or corporate guarantees to our clients that indemnify the customer should our affiliate fail to perform its obligations under the terms of a contract. As of September 30, 2009 and September 30, 2008, we were contingently liable for \$4.8 billion and \$5.3 billion, respectively, in issued surety bonds primarily to support project execution and we had outstanding letters of credit totaling \$493.7 million and \$5.5 million, respectively. A surety may issue a performance or payment bond to guarantee to the client that our affiliate will perform under the terms of a contract. If our affiliate fails to perform under the terms of the contract, then the client may demand that the surety or another corporate affiliate provide the contracted services. In addition, we would typically have obligations to indemnify the surety for any loss incurred in connection with the bond. If a surety bond or a letter of credit is required for a particular project and we are unable to obtain an appropriate surety bond or letter of credit, we may not be able to pursue that project, which in turn could have a material adverse impact on our business, financial condition, results of operations, and cash flows.

We conduct a portion of our operations through joint venture entities, over which we may have limited control.

Approximately 4% of our fiscal 2009 revenue was derived from our operations through joint ventures or similar partnership arrangements, where control may be shared with unaffiliated third parties. As with most joint venture arrangements, differences in views among the joint venture participants may result in delayed decisions or disputes. We also cannot control the actions of our joint venture partners and we typically have joint and several liability with our joint venture partners under the applicable contracts for joint venture projects. These factors could potentially adversely impact the business and operations of a joint venture and, in turn, our business and operations.

Operating through joint ventures in which we are minority holders results in us having limited control over many decisions made with respect to projects and internal controls relating to projects. Sales of our services provided to our unconsolidated joint ventures were approximately 2% of our fiscal 2009 revenue. We generally do not have control of these unconsolidated joint ventures. These joint ventures may not be subject to the same requirements regarding internal controls and internal control over financial reporting that we follow. As a result, internal control problems may arise with respect to these joint ventures, which could have a material adverse effect on our financial condition and results of operations and could also affect our reputation in the industries we serve.

We participate in joint ventures where we provide guarantees and may be adversely impacted by the failure of the joint venture or its participants to fulfill their obligations.

We have investments in and commitments to joint ventures with unrelated parties, including in connection with construction services, government services, and the investment activities of ACAP. For example, real estate and infrastructure joint ventures are inherently risky and may result in future losses since real estate markets are impacted by economic trends and government policies that we do not control. These joint ventures from time to time may borrow money to help finance their activities and in some circumstances, we are required to provide guarantees of obligations of our affiliated entities. In addition, in connection with the investment activities of ACAP, we provide guarantees of obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations and other lender required guarantees. If these entities are not able to honor their obligations under the guarantees, we may be required to expend additional resources or suffer losses, which could be significant.

AECOM Capital's real estate development and investment activities are inherently risky and may result in a future loss.

ACAP's real estate business involves managing, sponsoring, investing and developing commercial real estate projects (Real Estate Joint Ventures) that are inherently risky and may result in future losses since real estate markets are significantly impacted by economic trends and government policies that we do not control. Our registered investment adviser jointly manages, sponsors and owns an equity interest with its co partner in the AECOM Canyon Equity Fund, L P (the "Fund"), which invests and develops Real Estate Joint Ventures on behalf of its investors. Real Estate Joint Ventures rely on substantial amounts of third party borrowing to finance their development activities including completion guarantees, repayment guarantees, environmental indemnities and other lender required credit support guarantees that may be provided by AECOM or an affiliate to secure the Real Estate Joint Venture financing. Although the Fund and the Real Estate Venture have reserves that will be used to share Real Estate Joint Venture cost overruns, if such reserves are depleted, then AECOM may be required to make support payments to fund non budgeted cost overruns on behalf of the Fund (but not on behalf of the Fund's co partner or any unaffiliated Real Estate Joint Venture limited partners). Some of the Fund's limited partners may be permitted to make additional equity co investments in certain Real Estate Joint Ventures for which AECOM will provide support payments, after additional specific reserves have been depleted, on behalf of the limited partner co investor in the event of a Real Estate Joint Venture cost overrun. AECOM's provision of lender guarantees is contingent upon the Real Estate Joint Venture meeting AECOM's underwriting criteria, including an affiliate of AECOM acting as either the construction manager at risk or the owner's representative for the project, no material adverse change in AECOM's financial condition, and the guarantee not violating a covenant under a material AECOM agreement.

Misconduct by our employees, partners or consultants or our failure to comply with laws or regulations applicable to our business could cause us to lose customers or lose our ability to contract with government agencies.

As a government contractor, misconduct, fraud or other improper activities caused by our employees', partners' or consultants' failure to comply with laws or regulations could have a significant negative impact on our business and reputation. Such misconduct could include the failure to comply with procurement regulations, environmental regulations, regulations regarding the protection of sensitive government information, legislation regarding the pricing of labor and other costs in government contracts, regulations on lobbying or similar activities, and anti corruption, anti competition, export control and other applicable laws or regulations. Our failure to comply with applicable laws or regulations, misconduct by any of our employees or consultants or our failure to make timely and accurate certifications to government agencies regarding misconduct or potential misconduct could subject us to fines and penalties, loss of government granted eligibility, cancellation of contracts and suspension or debarment from contracting with government agencies, any of which may adversely affect our business.

We may be required to contribute additional cash to meet our significant underfunded benefit obligations associated with pension benefit plans we manage or multiemployer pension plans in which we participate.

We have defined benefit pension plans for employees in the United States, United Kingdom, Canada, Australia, and Ireland. At September 30, 2019, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately \$483.9 million. In the future, our pension deficits may increase or decrease depending on changes in the levels of interest rates, pension plan performance and other factors.

that may require us to make additional cash contributions to our pension plans and recognize further increases in our net pension cost to satisfy our funding requirements. If we are forced or elect to make up all or a portion of the deficit for unfunded benefit plans, our results of operations could be materially and adversely affected.

A multiemployer pension plan is typically established under a collective bargaining agreement with a union to cover the union represented workers of various unrelated companies. Our collective bargaining agreements with unions will require us to contribute to various multiemployer pension plans; however, we do not control or manage these plans. For the year ended September 30, 2019, we contributed \$52.3 million to multiemployer pension plans. Under the Employee Retirement Income Security Act, an employer who contributes to a multiemployer pension plan, absent an applicable exemption, may also be liable, upon termination or withdrawal from the plan, for its proportionate share of the multiemployer pension plan's unfunded vested benefit. If we terminate or withdraw from a multiemployer plan, absent an applicable exemption (such as for some plans in the building and construction industry), we could be required to contribute a significant amount of cash to fund the multiemployer plan's unfunded vested benefit, which could materially and adversely affect our financial results; however, since we do not control the multiemployer plans, we are unable to estimate any potential contributions that could be required.

New legal requirements could adversely affect our operating results.

Our business and results of operations could be adversely affected by the passage of climate change, defense, environmental, infrastructure and other laws, policies and regulations. Growing concerns about climate change and greenhouse gases, such as those adopted under the United Nations COP 2 Paris Agreement may result in the imposition of additional environmental regulations for our clients' fossil fuel projects. For example, legislation, international protocols, regulation or other restrictions on emissions regulations could increase the costs of projects for our clients or, in some cases, prevent a project from going forward, thereby potentially reducing the need for our services. In addition, relaxation or repeal of laws and regulations, or changes in governmental policies regarding environmental, defense, infrastructure or other industries we serve could result in a decline in demand for our services, which could in turn negatively impact our revenues. We cannot predict when or whether any of these various proposals may be enacted or what their effect will be on us or on our customers.

We may be subject to substantial liabilities under environmental laws and regulations.

Our services are subject to numerous environmental protection laws and regulations that are complex and stringent. Our business involves in part the planning, design, program management, construction and construction management, and operations and maintenance at various sites, including but not limited to, pollution control systems, nuclear facilities, hazardous waste and Superfund sites, contract mining sites, hydrocarbon production, distribution and transport sites, military bases and other infrastructure related facilities. We also regularly perform work, including construction services in and around sensitive environmental areas, such as rivers, lakes and wetlands. In addition, we have contracts in support of U.S. federal government entities to destroy hazardous materials, including chemical agents and weapons stockpiles, as well as to decontaminate and decommission nuclear facilities. These activities may require us to manage, handle, remove, treat, transport and dispose of toxic or hazardous substances. We also own and operate several properties in the U.S. and Canada that have been used for the storage and maintenance of construction equipment. In the conduct of operations on these properties, and despite precautions having been taken, it is possible that there have been accidental releases of individually relatively small amounts of fuel, oils, hydraulic fluids and other fluids while storing or servicing this equipment. Such accidental releases though individually relatively small may have accumulated over time. Past business practices at companies that we have acquired may also expose us to future unknown environmental liabilities.

Significant fines, penalties and other sanctions may be imposed for non compliance with environmental laws and regulations, and some environmental laws provide for joint and several strict liabilities for remediation of releases of hazardous substances, rendering a person liable for environmental damage, without regard to negligence or fault on the part of such person. These laws and regulations may expose us to liability arising out of the conduct of operations or conditions caused by others, or for our acts that were in compliance with all applicable laws at the time these acts were performed. For example, there are a number of governmental laws that strictly regulate the handling, removal, treatment, transportation and disposal of toxic and hazardous substances, such as Comprehensive Environmental Response Compensation and Liability Act of 1980, and comparable state laws, that impose strict, joint and several liabilities for the

entire cost of cleanup, without regard to whether a company knew of or caused the release of hazardous substances. In addition, some environmental regulations can impose liability for the entire cleanup upon owners, operators, generators, transporters and other persons arranging for the treatment or disposal of such hazardous substances related to contaminated facilities or project sites. Other federal environmental, health and safety laws affecting us include, but are not limited to, the Resource Conservation and Recovery Act, the National Environmental Policy Act, the Clean Air Act, the Clean Air Mercury Rule, the Occupational Safety and Health Act, the Toxic Substances Control Act and the Superfund Amendments and Reauthorization Act and the Energy Reorganization Act of 1974, as well as other comparable national and state laws. Liabilities related to environmental contamination or human exposure to hazardous substances, or a failure to comply with applicable regulations could result in substantial costs to us, including cleanup costs, fines and civil or criminal sanctions, third party claims for property damage or personal injury or cessation of remediation activities. Our continuing work in the areas governed by these laws and regulations exposes us to the risk of substantial liability.

Demand for our oil and gas services fluctuates.

Demand for our oil and natural gas services fluctuates, and we depend on our customers' willingness to make future expenditures to explore for, develop and produce oil and natural gas in the U.S. and Canada. For example, the past volatility in the price of oil and natural gas has significantly decreased existing and future projects. Our customers' willingness to undertake future projects depends largely upon prevailing industry conditions that are influenced by numerous factors over which we have no control, such as the anticipated future prices for natural gas and crude oil.

The proposed sale of our Management Services business is subject to various risks and uncertainties, may not be completed in accordance with expected plans or on the currently contemplated timeline, or at all, and we may not achieve any or all the intended benefits of the sale.

On October 2, 2019, AECOM entered into a purchase and sale agreement with an affiliate of American Securities LLC and Lindsay Goldberg LLC to sell Management Services for a purchase price of \$2.405 billion, subject to customary cash, debt and working capital adjustments. The transaction is expected to close in the first half of fiscal 2020; however, unanticipated developments could delay or prevent consummation of the proposed sale. The consummation of the sale is subject to customary closing conditions. Whether or not the sale is completed, our businesses may face material challenges, including, without limitation:

- the diversion of senior management's attention from ongoing business concerns and overall impact on our business because of senior management's attention to the sale;
- maintaining employee morale and retaining key management and other employees;
- uncertainties as to the timing of the consummation of the sale or whether it will be completed;
- the risk that any consents or regulatory or other approvals required in connection with the sale will not be received or obtained within the expected time frame, on the expected terms at all;
- dis-synergy costs, costs of restructuring transactions (including taxes) and other significant costs and expenses; and
- potential negative reactions from the financial markets if we fail to complete the sale as currently expected, within the anticipated time frame or at all.

Any of these factors could have a material adverse effect on our business, financial condition, results of operations, cash flows and/or the price of our common stock.

If the Management Services sale is completed, AECOM will be a smaller, less diversified company than as it exists today.

The sale of Management Services will result in AECOM being a smaller, less diversified company with more limited businesses concentrated in its areas of focus. For example, following the expected sale, AECOM will be significantly more reliant on our remaining business segments. As a result, AECOM may be more vulnerable to changing market conditions, which could have a material adverse effect on its business, financial condition and results of operations. The diversification of revenues, costs, and cash flows will diminish as a result of the sale, such that AECOM's results of operations, cash flows, working capital, effective tax rate, and financing requirements may be subject to increased volatility and its ability to fund capital expenditures, investments and service debt may be diminished. If the sale is completed, AECOM will incur ongoing costs and retain certain legal claims that were previously allocated to the Management Services business. Those costs may exceed our estimates or could diminish the benefits we expect to realize from the proposed sale.

We may be unable to successfully execute or effectively integrate acquisitions and divestitures may not occur as planned.

We regularly review our portfolio of businesses and pursue growth through acquisitions and seek to divest non core businesses. We may not be able to complete transactions on favorable terms, on a timely basis, or at all, and during the integration of any acquisition, we may discover regulatory and compliance issues. In addition, our results of operations and cash flows may be adversely impacted by (i) the failure of acquired businesses to meet or exceed expected returns; (ii) the failure to integrate acquired businesses on schedule and/or to achieve expected synergies; (iii) the inability to dispose of non core assets and businesses on satisfactory terms and conditions; (iv) diversion of attention and increased burdens on our employees; and (v) the discovery of unanticipated liabilities or other problems in acquired businesses for which we lack contractual protections, insurance or indemnities, or with regard to divested businesses, claims by purchasers to whom we have provided contractual indemnification. Additional difficulties we may encounter as part of the integration process include the following:

- the consequences of a change in tax treatment and the possibility that the full benefits anticipated from the acquisition or disposition will not be realized;
- any delay in the integration or disposition of management teams, strategies, operations, products and services;
- differences in business backgrounds, corporate cultures and management philosophies that may delay successful integration;
- the ability to retain key employees;
- the ability to create and enforce uniform standards, controls, procedures, policies and information systems;
- the challenge of restructuring complex systems, technology, networks and other assets in a seamless manner that minimizes any adverse impact on customers, suppliers, employees and other constituencies;
- potential unknown liabilities and unforeseen increased expenses or delays associated with the acquisition, including costs to integrate beyond current estimates;
- the ability to deduct or claim tax attributes or benefits such as operating losses, business or foreign tax credits; and
- the disruption of, or the loss of momentum in, each company's ongoing businesses or inconsistencies in standards, controls, procedures and policies.

Any of these factors could adversely affect our ability to maintain relationships with customers, suppliers, employees and other constituencies or could reduce our earnings or otherwise adversely affect our business and financial results

Our plans to divest certain businesses are subject to various risks and uncertainties and may not be completed in accordance with the expected plans or anticipated time frame, or at all, and will involve significant time and expense, which could disrupt or adversely affect our business.

Divesting businesses involve risks and uncertainties, such as the difficulty separating assets related to such businesses from the businesses we retain, employee distraction, the need to obtain regulatory approvals and other third party consents, which potentially disrupts customer and vendor relationships, and the fact that we may be subject to additional tax obligations or loss of certain tax benefits. Such actions also involve significant costs and require time and attention of our management, which may divert attention from other business operations. Because of these challenges, as well as market conditions or other factors, the anticipated divestitures may take longer or be costlier or generate fewer benefits than expected and may not be completed at all. If we are unable to complete the divestitures or to successfully transition divested businesses, our business and financial results could be negatively impacted. After we dispose of a business, we may retain exposure on financial or performance guarantees and other contractual, employment, pension and severance obligations, and potential liabilities that may arise under law because of the disposition or the subsequent failure of an acquirer. As a result, performance by the divested businesses or other conditions outside of our control could have a material adverse effect on our results of operations. In addition, the divestiture of any business could negatively impact our profitability because of losses that may result from such a sale, the loss of sales and operating income, or a decrease in cash flows.

Our ability to grow and to compete in our industry will be harmed if we do not retain the continued services of our key technical and management personnel and identify, hire, and retain additional qualified personnel.

There is strong competition for qualified technical and management personnel in the sectors in which we compete. We may not be able to continue to attract and retain qualified technical and management personnel, such as engineers, architects and project managers, who are necessary for the development of our business or to replace qualified personnel in the timeframe demanded by our clients. In addition, we may occasionally enter into contracts before we have hired or retained appropriate staffing for that project. Also, some of our personnel hold government granted eligibility that may be required to obtain government projects. If we were to lose some or all of these personnel, they would be difficult to replace. In addition, we rely heavily upon the expertise and leadership of our senior management. If we are unable to retain executives and other key personnel, the roles and responsibilities of those employees will need to be filled, which may require that we devote time and resources to identify, hire and integrate new employees. Loss of the services of, or failure to recruit, key technical and management personnel could limit our ability to successfully complete existing projects and compete for new projects.

Our revenue and growth prospects may be harmed if we or our employees are unable to obtain government granted eligibility or other qualifications we and they need to perform services for our customers.

A number of government programs require contractors to have government granted eligibility, such as security clearance credentials. Depending on the project, eligibility can be difficult and time consuming to obtain. If we or our employees are unable to obtain or retain the necessary eligibility, we may not be able to win new business, and our existing customers could terminate their contracts with us or decide not to renew them. To the extent we cannot obtain or maintain the required security clearances for our employees working on a particular contract, we may not derive the revenue or profit anticipated from such contract.

Our industry is highly competitive and we may be unable to compete effectively, which could result in reduced revenue, profitability and market share.

We are engaged in a highly competitive business. The markets we serve are highly fragmented and we compete with a large number of regional, national and international companies. These competitors may have greater financial and other resources than we do. Others are smaller and more specialized, and concentrate their resources in particular areas of

expertise. The extent of our competition varies according to the particular markets and geographic area. In addition, the technical and professional aspects of some of our services generally do not require large upfront capital expenditures and provide limited barriers against new competitors.

The degree and type of competition we face is also influenced by the type and scope of a particular project. Our clients make competitive determinations based upon qualifications, experience, performance, reputation, technology, customer relationships and ability to provide the relevant services in a timely, safe and cost efficient manner. Increased competition may result in our inability to win bids for future projects and loss of revenue, profitability and market share.

If we extend a significant portion of our credit to clients in a specific geographic area or industry, we may experience disproportionately high levels of collection risk and nonpayment if those clients are adversely affected by factors particular to their geographic area or industry.

Our clients include public and private entities that have been, and may continue to be, negatively impacted by the changing landscape in the global economy. While outside of the U.S. federal government, no one client accounted for over 0% of our revenue for fiscal 2019, we face collection risk as a normal part of our business where we perform services and subsequently bill our clients for such services, or when we make equity investments in majority or minority controlled large scale client projects and other long term capital projects before the project completes operational status or completes its project financing. In the event that we have concentrated credit risk from clients in a specific geographic area or industry, continuing negative trends or a worsening in the financial condition of that specific geographic area or industry could make us susceptible to disproportionately high levels of default by those clients. Such defaults could materially adversely impact our revenues and our results of operations.

Our services expose us to significant risks of liability and our insurance policies may not provide adequate coverage.

Our services involve significant risks of professional and other liabilities that may substantially exceed the fees that we derive from our services. In addition, we sometimes contractually assume liability to clients on projects under indemnification or guarantee agreements. We cannot predict the magnitude of potential liabilities from the operation of our business. In addition, in the ordinary course of our business, we frequently make professional judgments and recommendations about environmental and engineering conditions of project sites for our clients. We may be deemed to be responsible for these professional judgments and recommendations if they are later determined to be inaccurate. Any unfavorable legal ruling against us could result in substantial monetary damages or even criminal violations.

Our professional liability policies cover only claims made during the term of the policy. Additionally, our insurance policies may not protect us against potential liability due to various exclusions in the policies and self insured retention amounts. Partially or completely uninsured claims, if successful and of significant magnitude, could have a material adverse effect on our business.

Unavailability or cancellation of third-party insurance coverage would increase our overall risk exposure as well as disrupt the management of our business operations.

We maintain insurance coverage from third party insurers as part of our overall risk management strategy and because some of our contracts require us to maintain specific insurance coverage limits. If any of our third party insurers fail, suddenly cancel our coverage or otherwise are unable to provide us with adequate insurance coverage, then our overall risk exposure and our operational expenses would increase and the management of our business operations would be disrupted. In addition, there can be no assurance that any of our existing insurance coverage will be renewable upon the expiration of the coverage period or that future coverage will be affordable at the required limits.

If we do not have adequate indemnification for our services related to nuclear materials, it could adversely affect our business and financial condition.

We provide services to the Department of Energy and the nuclear energy industry in the ongoing maintenance and modification, as well as the decontamination and decommissioning, of nuclear energy plants. Indemnification provisions under the Price Anderson Act available to nuclear energy plant operators and Department of Energy contractors.

do not apply to all liabilities that we might incur while performing services as a radioactive materials cleanup contractor for the Department of Energy and the nuclear energy industry. If the Price Anderson Act's indemnification protection does not apply to our services or if our exposure occurs outside the U.S., our business and financial condition could be adversely affected either by our client's refusal to retain us, by our inability to obtain commercially adequate insurance and indemnification, or by potentially significant monetary damages we may incur.

We also provide services to the United Kingdom's Nuclear Decommissioning Authority (NDA) relating to clean up and decommissioning of the United Kingdom's public sector nuclear sites. Indemnification provisions under the Nuclear Installations Act 1965 available to nuclear site licensees, the Atomic Energy Authority, and the Crown, and contractual indemnification from the NDA do not apply to all liabilities that we might incur while performing services as a clean up and decommissioning contractor for the NDA. If the Nuclear Installations Act 1965 and contractual indemnification protection does not apply to our services or if our exposure occurs outside the United Kingdom, our business and financial condition could be adversely affected either by our client's refusal to retain us, by our inability to obtain commercially adequate insurance and indemnification, or by potentially significant monetary damages we may incur.

Our backlog of uncompleted projects under contract is subject to unexpected adjustments and cancellations and, thus may not accurately reflect future revenue and profits.

At September 30, 2019, our contracted backlog was approximately \$24.3 billion, our awarded backlog was approximately \$33 billion and our unconsolidated joint venture backlog was approximately \$2.3 billion for a total backlog of \$59.7 billion. Our contracted backlog includes revenue we expect to record in the future from signed contracts and, in the case of a public sector client, where the project has been funded. We reported transaction price allocated to remaining unsatisfied performance obligations (RUPO) of \$23.6 billion, as described in Note 4, Revenue Recognition, in the notes to our consolidated financial statements. The most significant difference between our contracted backlog and RUPO is revenue related to service contracts that extend beyond the termination provisions of those contracts. Our contracted backlog includes revenues for service contracts expected to be earned over the term of that contract. Guidance for the calculation of RUPO requires us to assume the contract will be terminated at its earliest convenience, resulting in RUPO to be \$0.7 billion lower than contracted backlog. Our awarded backlog includes revenue we expect to record in the future where we have been awarded the work, but the contractual agreement has not yet been signed. We cannot guarantee that future revenue will be realized from either category of backlog or, if realized, will result in profits. Many projects may remain in our backlog for an extended period of time because of the size or long term nature of the contract. In addition, from time to time, projects are delayed, scaled back or canceled. These types of backlog reductions adversely affect the revenue and profits that we ultimately receive from contracts reflected in our backlog.

We have submitted claims to clients for work we performed beyond the initial scope of some of our contracts. If these clients do not approve these claims, our results of operations could be adversely impacted.

We typically have pending claims submitted under some of our contracts for payment of work performed beyond the initial contractual requirements for which we have already recorded revenue. In general, we cannot guarantee that such claims will be approved in whole, in part, or at all. Often, these claims can be the subject of lengthy arbitration or litigation proceedings, and it is difficult to accurately predict when these claims will be fully resolved. When these types of events occur and unresolved claims are pending, we have used working capital in projects to cover cost overruns pending the resolution of the relevant claims. If these claims are not approved, our revenue may be reduced in future periods.

In conducting our business, we depend on other contractors, subcontractors and equipment and material providers. If these parties fail to satisfy their obligations to us or other parties or if we are unable to maintain these relationships, our revenue, profitability and growth prospects could be adversely affected.

We depend on contractors, subcontractors and equipment and material providers in conducting our business. There is a risk that we may have disputes with our subcontractors arising from, among other things, the quality and timeliness of work performed by the subcontractor, customer concerns about the subcontractor, or our failure to extend existing task orders or issue new task orders under a subcontract. Also, to the extent that we cannot acquire equipment and materials at reasonable costs, or if the amount we are required to pay exceeds our estimates, our ability to complete a

project in a timely fashion or at a profit may be impaired. In addition, if any of our subcontractors fail to deliver on a timely basis the agreed upon supplies and/or perform the agreed upon services, our ability to fulfill our obligations as a prime contractor may be jeopardized; we could be held responsible for such failures and/or we may be required to purchase the supplies or services from another source at a higher price. This may reduce the profit to be realized or result in a loss on a project for which the supplies or services are needed.

We also rely on relationships with other contractors when we act as their subcontractor or joint venture partner. Our future revenue and growth prospects could be adversely affected if other contractors eliminate or reduce their subcontracts or joint venture relationships with us, or if a government agency terminates or reduces these other contractors' programs, does not award them new contracts or refuses to pay under a contract. In addition, due to "pay when paid" provisions that are common in subcontracts in many countries, including the U.S., we could experience delays in receiving payment if the prime contractor experiences payment delays.

If clients use our reports or other work product without appropriate disclaimers or in a misleading or incomplete manner, or if our reports or other work product are not in compliance with professional standards and other regulations, our business could be adversely affected.

The reports and other work product we produce for clients sometimes include projections, forecasts and other forward looking statements. Such information by its nature is subject to numerous risks and uncertainties, any of which could cause the information produced by us to ultimately prove inaccurate. While we include appropriate disclaimers in the reports that we prepare for our clients, once we produce such written work product, we do not always have the ability to control the manner in which our clients use such information. As a result, if our clients reproduce such information to solicit funds from investors for projects without appropriate disclaimers and the information proves to be incorrect, or if our clients reproduce such information for potential investors in a misleading or incomplete manner, our clients or such investors may threaten to or file suit against us for, among other things, securities law violations. For example, in August 2016, an affiliate entered into a settlement related to, among other things, alleged deficiencies in a traffic forecast. If we were found to be liable for any claims related to our client work product, our business could be adversely affected.

In addition, our reports and other work product may need to comply with professional standards, licensing requirements, securities regulations and other laws and rules governing the performance of professional services in the jurisdiction where the services are performed. We could be liable to third parties who use or rely upon our reports and other work product even if we are not contractually bound to those third parties. These events could in turn result in monetary damages and penalties.

Failure to adequately protect, maintain, or enforce our rights in our intellectual property may adversely limit our competitive position.

Our success depends, in part, upon our ability to protect our intellectual property. We rely on a combination of intellectual property policies and other contractual arrangements to protect much of our intellectual property where we do not believe that trademark, patent or copyright protection is appropriate or obtainable. Trade secrets are generally difficult to protect. Although our employees are subject to confidentiality obligations, this protection may be inadequate to deter or prevent misappropriation of our confidential information and/or the infringement of our patents and copyrights. Further, we may be unable to detect unauthorized use of our intellectual property or otherwise take appropriate steps to enforce our rights. Failure to adequately protect, maintain, or enforce our intellectual property rights may adversely limit our competitive position.

Negotiations with labor unions and possible work actions could divert management attention and disrupt operations. In addition, new collective bargaining agreements or amendments to agreements could increase our labor costs and operating expenses.

We regularly negotiate with labor unions and enter into collective bargaining agreements. The outcome of any future negotiations relating to union representation or collective bargaining agreements may not be favorable to us. We may reach agreements in collective bargaining that increase our operating expenses and lower our net income as a result of higher wages or benefit expenses. In addition, negotiations with unions could divert management attention and disrupt

operations, which may adversely affect our results of operations. If we are unable to negotiate acceptable collective bargaining agreements, we may have to address the threat of union initiated work actions, including strikes. Depending on the nature of the threat or the type and duration of any work action, these actions could disrupt our operations and adversely affect our operating results.

Our charter documents contain provisions that may delay, defer or prevent a change of control.

Provisions of our certificate of incorporation and bylaws could make it more difficult for a third party to acquire control of us, even if the change in control would be beneficial to stockholders. These provisions include the following:

- ability of our Board of Directors to authorize the issuance of preferred stock in series without stockholder approval;
- vesting of exclusive authority in our Board of Directors to determine the size of the board (subject to limited exceptions) and to fill vacancies;
- advance notice requirements for stockholder proposals and nominations for election to our Board of Directors; and
- prohibitions on our stockholders from acting by written consent.

Changes in tax laws could increase our worldwide tax rate and materially affect our results of operations.

We are subject to tax laws in the U.S. and numerous foreign jurisdictions. Many international legislative and regulatory bodies have proposed and/or enacted legislation that could significantly impact how U.S. multinational corporations are taxed on foreign earnings. Due to the large scale of our U.S. and international business activities, many of these proposed and enacted changes to the taxation of our activities could increase our worldwide effective tax rate and harm results of operations.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None

ITEM 2. PROPERTIES

Our corporate offices are located in approximately 3,500 square feet of space at 999 Avenue of the Stars, Los Angeles, California. Our other offices, including smaller administrative or project offices, consist of an aggregate of approximately 0.8 million square feet worldwide. Virtually all of our offices are leased. See Note in the notes to our consolidated financial statements for information regarding our lease obligations. We may add additional facilities from time to time in the future as the need arises.

ITEM 3. LEGAL PROCEEDINGS

As a government contractor, we are subject to various laws and regulations that are more restrictive than those applicable to non-government contractors. Intense government scrutiny of contractors' compliance with those laws and regulations through audits and investigations is inherent in government contracting and, from time to time, we receive inquiries, subpoenas, and similar demands related to our ongoing business with government entities. Violations can result in civil or criminal liability as well as suspension or debarment from eligibility for awards of new government contracts or option renewals.

We are involved in various investigations, claims and lawsuits in the normal conduct of our business. We are not always aware if we or our affiliates are under investigation or the status of such matters. Although the outcome of our legal proceedings cannot be predicted with certainty and no assurances can be provided, in the opinion of our management,

based upon current information and discussions with counsel, with the exception of the matters noted in Note 8, Commitments and Contingencies, to the financial statements contained in this report to the extent stated therein, none of the investigations, claims and lawsuits in which we are involved is expected to have a material adverse effect on our consolidated financial position, results of operations, cash flows or our ability to conduct business. See Note 8, Commitments and Contingencies, to the financial statements contained in this report for a discussion of certain matters to which we are a party. The information set forth in such note is incorporated by reference into this Item 3. From time to time, we establish reserves for litigation when we consider it probable that a loss will occur.

ITEM 4. MINE SAFETY DISCLOSURES

The Company does not act as the owner of any mines, but we may act as a mining operator as defined under the Federal Mine Safety and Health Act of 1977 where we may be a lessee of a mine, a person who operates, controls or supervises such mine, or an independent contractor performing services or construction of such mine. Information concerning mine safety violations or other regulatory matters required by Section 503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K is included in Exhibit 95.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is listed on the New York Stock Exchange (NYSE) under the symbol "ACM." According to the records of our transfer agent, there were 1,997 stockholders of record as of November 4, 2019.

Unregistered Sales of Equity Securities

None

Equity Compensation Plans

The following table presents certain information about shares of AECOM common stock that may be issued under our equity compensation plans as of September 30, 2019:

	Column A	Column B	Column C
Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants, and rights ⁽¹⁾	Weighted average exercise price of outstanding options, warrants, and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in Column A)
Equity compensation plans not approved by stockholders:	N/A	N/A	N/A
Equity compensation plans approved by stockholders:			
AECOM Stock Incentive Plans	5,736,661 ⁽¹⁾	\$ 3.62 ⁽²⁾	5,739,972
AECOM Employee Stock Purchase Plan ⁽³⁾	N/A	N/A	0,765,233
Total	5,736,661	\$ 3.62	22,339,095

(1) Includes 27,744 shares issuable upon the exercise of stock options, 3,380,009 shares issuable upon the vesting of Restricted Stock Units and 2,265,643 shares issuable if specified performance targets are met under Performance Earnings Program Awards (PEP).

(2) Weighted-average exercise price of outstanding options only.

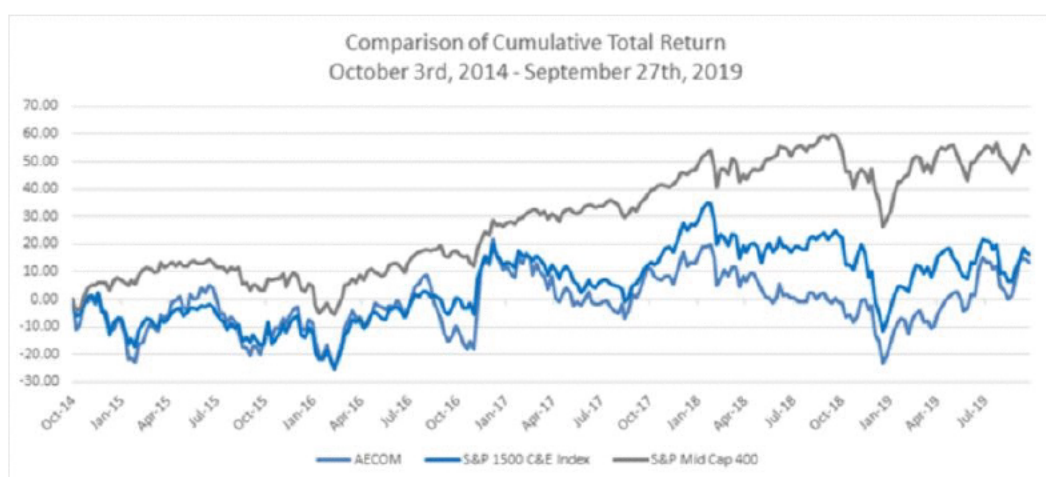
(3) Amounts only reflected in column (c) and include all shares available for future issuance and subject to outstanding rights.

Performance Measurement Comparison⁽¹⁾

The following chart compares the cumulative total stockholder return of AECOM stock (ACM) with the cumulative total return of the S&P MidCap 400, and the S&P Composite 500 Construction & Engineering, from October 3, 2014 to September 27, 2019. We removed the S&P 500 Aerospace and Defense index due to the proposed sale of our Management Services business.

We believe the S&P 400 MidCap is an appropriate independent broad market index, since it measures the performance of similar mid-sized companies in numerous sectors. In addition, we believe the S&P Composite 500 Construction & Engineering index is an appropriate third party published industry index since it measures the performance of engineering and construction companies.

- (1) This section is not “soliciting material,” is not deemed “filed” with the SEC and is not incorporated by reference in any of our filings under the Securities Act or Exchange Act whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.



Stock Repurchase Program

On September 2, 2017, the Company’s Board of Directors announced a new capital allocation policy that authorized the repurchase of up to \$ 0 billion in AECOM common stock. Stock repurchases can be made through open market purchases or other methods, including pursuant to a Rule 10b5-1 plan. A summary of the repurchase activity for the three months ended September 30, 2019 is as follows:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Dollar Value that May Yet Be Purchased Under the Plans or Programs
July 3, 2019		\$		\$ 790,000,000
August 3, 2019				790,000,000
September 30, 2019	399,500	37.87	399,500	774,871,000
Total	399,500	\$ 37.87	399,500	

ITEM 6. SELECTED FINANCIAL DATA

SELECTED CONSOLIDATED FINANCIAL DATA

You should read the following selected consolidated financial data along with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and the accompanying notes, which are included in this Form 10-K. We derived the selected consolidated financial data from our audited consolidated financial statements.

	Year Ended September 30,				
	2019	2018	2017	2016	2015
	(in millions, except share data)				
Consolidated Statement of Operations Data:					
Revenue	\$ 20, 73	\$ 20, 56	\$ 8,203	\$ 7,4	\$ 7,990
Cost of revenue	9,360	9,505	7,5 9	6,768	7,455
Gross profit	8 3	65	684	643	535
Equity in earnings of joint ventures	8	8	42	04	06
General and administrative expenses	(48)	(36)	(34)	(5)	(4)
Restructuring costs	(95)				
(Loss) gain on disposal activities	()	(3)		(43)	
Impairment of long lived assets, including goodwill	(6 5)	(68)			
Acquisition and integration expenses			(39)	(2 4)	(398)
Income from operations	25	425	654	375	29
Other income	7	20	7	8	9
Interest expense	(226)	(268)	(232)	(258)	(299)
(Loss) income before income tax (benefit) expense	(84)	77	429	25	(5)
Income tax (benefit) expense		(20)	8	(38)	(80)
Net (loss) income	(84)	97	42	63	(7)
Noncontrolling interests in income of consolidated subsidiaries, net of tax	(77)	(6)	(82)	(67)	(84)
Net (loss) income attributable to AECOM	\$ (26)	\$ 36	\$ 339	\$ 96	\$ (55)
Net (loss) income attributable to AECOM per share:					
Basic	\$ (66)	\$ 0 86	\$ 2 8	\$ 0 62	\$ (04)
Diluted	\$ (66)	\$ 0 84	\$ 2 3	\$ 0 62	\$ (04)
Weighted average shares outstanding: (in millions)					
Basic	57	59	56	55	50
Diluted	57	62	59	56	50

	Year Ended September 30,				
	2019	2018	2017	2016	2015
	(in millions, except employee data)				
Other Data:					
Depreciation and amortization ⁽¹⁾	\$ 26	\$ 268	\$ 279	\$ 399	\$ 599
Amortization expense of acquired intangible assets ⁽²⁾	86	97	03	202	39
Capital expenditures, net of disposals	83	87	78	37	69
Contracted backlog	\$ 24,296	\$ 2,863	\$ 24,234	\$ 23,700	\$ 24,468
Number of full-time and part-time employees	86,000	87,000	87,000	87,000	92,000

(1) Includes amortization of deferred debt issuance costs

(2) Included in depreciation and amortization above

	As of September 30,				
	2019	2018	2017	2016	2015
	(n m ll ons)				
Consolidated Balance Sheet Data:					
Cash and cash equivalents	\$,080	\$ 887	\$ 802	\$ 692	\$ 684
Working capital	,073	998	, 04	696	,4 0
Total assets	4,462	4,68	4,397	3,670	4,0 4
Long-term debt excluding current portion	3,286	3,484	3,702	3,702	4,447
AECOM Stockholders' equity	3,69	4,093	3,996	3,367	3,408

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Annual Report on Form 10 K contains forward looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 that are not limited to historical facts, but reflect the Company's current beliefs, expectations or intentions regarding future events. These statements include forward looking statements with respect to the Company, including the Company's business, operations and strategy, and the engineering and construction industry. Statements that are not historical facts, without limitation, including statements that use terms such as "anticipates," "believes," "expects," "estimates," "intends," "may," "plans," "potential," "projects," and "will" and that relate to our future revenues, expenditures and business trends; future reduction of our self perform at risk construction exposure; future accounting estimates; future contractual performance obligations; future conversions of backlog; future capital allocation priorities including common stock repurchases, future trade receivables, future debt pay downs; future post retirement expenses; future tax benefits and expenses; future compliance with regulations; future legal claims and insurance coverage; future effectiveness of our disclosure and internal controls over financial reporting; future costs savings; the sale of Management Services from AECOM and our business expectations after the sale is completed; and other future economic and industry conditions, are forward looking statements. In light of the risks and uncertainties inherent in all forward looking statements, the inclusion of such statements in this Annual Report should not be considered as a representation by us or any other person that our objectives or plans will be achieved. Although management believes that the assumptions underlying the forward looking statements are reasonable, these assumptions and the forward looking statements are subject to various factors, risks and uncertainties, many of which are beyond our control, including, but not limited to, our business is cyclical and vulnerable to economic downturns and client spending reductions; government shutdowns; long term government contracts and subject to uncertainties related to government contract appropriations; governmental agencies may modify, curtail or terminate our contracts; government contracts are subject to audits and adjustments of contractual terms; losses under fixed price contracts; limited control over operations run through our joint venture entities; liability for misconduct by our employees or consultants; failure to comply with laws or regulations applicable to our business; maintaining adequate surety and financial capacity; high leverage and potential inability to service our debt and guarantees; exposure to Brexit and tariffs; exposure to political and economic risks in different countries; currency exchange rate fluctuations; retaining and recruiting key technical and management personnel; legal claims; inadequate insurance coverage; environmental law compliance and inadequate nuclear indemnification; unexpected adjustments and cancellations related to our backlog; partners and third parties who may fail to satisfy their legal obligations; managing pension costs; AECOM Capital's real estate development; cybersecurity issues, IT outages and data privacy; uncertainties as to the timing and completion of the proposed sale of the Company's Management Services business ("the proposed sale") or whether it will be completed; risks associated with the impact or terms of the proposed sale; risks associated with the benefits and costs of the proposed sale, including the risk that the expected benefits of the proposed sale or any contingent purchase price will not be realized within the expected time frame, in full or at all, and the risk that conditions to the proposed sale will not be satisfied and or that the proposed sale will not be completed within the expected time frame, on the expected terms or at all; the risk that any consents or regulatory or other approvals required in connection with the proposed sale will not be received or obtained within the expected time frame, on the expected terms or at all; the risk that the financing intended to fund the proposed sale may not be obtained; the risk that costs of restructuring transactions and other costs incurred in connection with the proposed sale will exceed our estimates or otherwise adversely affect our business or operations; the impact of the proposed sale on our businesses and the risk that consummating the proposed sale may be more difficult, time consuming or costly than expected; as well as other additional risks and factors discussed in this Annual Report on Form 10 K and any subsequent reports we file with the SEC. Accordingly, actual results could differ materially from those contemplated by any forward looking statement.

All subsequent written and oral forward looking statements concerning the Company or other matters attributable to the Company or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements above. You are cautioned not to place undue reliance on these forward looking statements, which speak only to the date they are made. The Company is under no obligation (and expressly disclaims any such obligation) to update or revise any forward looking statement that may be made from time to time, whether as a result of new information, future developments or otherwise. Please review "Part I, Item 1A Risk Factors" in this Annual Report for a discussion of the factors, risks and uncertainties that could affect our future results.

Our fiscal year consists of 52 or 53 weeks, ending on the Friday closest to September 30. For clarity of presentation, we present all periods as if the year ended on September 30. We refer to the fiscal year ended September 30, 2018 as “fiscal 2018” and the fiscal year ended September 30, 2019 as “fiscal 2019.”

Overview

We are a leading fully integrated firm positioned to design, build, finance and operate infrastructure assets for governments, businesses and organizations throughout the world. We provide planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government markets. We also provide construction services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas. In addition, we provide program and facilities management and maintenance, training, logistics, consulting, technical assistance, and systems integration and information technology services, primarily for agencies of the U.S. government and also for national governments around the world.

Our business focuses primarily on providing fee based planning, consulting, architectural and engineering design services and, therefore, our business is labor intensive. We primarily derive income from our ability to generate revenue and collect cash from our clients through the billing of our employees’ time spent on client projects and our ability to manage our costs. AECOM Capital primarily derives its income from real estate development sales and management fees.

We report our business through four segments: Design and Consulting Services (DCS), Construction Services (CS), Management Services (MS), and AECOM Capital (ACAP). Such segments are organized by the types of services provided, the differing specialized needs of the respective clients, and how we manage the business. We have aggregated various operating segments into our reportable segments based on their similar characteristics, including similar long term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

Our DCS segment delivers planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government. DCS revenue is primarily derived from fees from services that we provide, as opposed to pass through costs from subcontractors.

Our CS segment provides construction services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas. CS revenue typically includes a significant amount of pass through costs from subcontractors.

Our MS segment provides program and facilities management and maintenance, training, logistics, consulting, technical assistance, and systems integration and information technology services, primarily for agencies of the U.S. government and also for national governments around the world. MS revenue typically includes a significant amount of pass through costs from subcontractors.

Our ACAP segment primarily invests in real estate projects. ACAP typically partners with investors and experienced developers as co general partners. In addition, ACAP may, but is not required to, enter into contracts with our other AECOM affiliates to provide design, engineering, construction management, development and operations and maintenance services for ACAP funded projects.

Our revenue is dependent on our ability to attract and retain qualified and productive employees, identify business opportunities, integrate and maximize the value of our recent acquisitions, allocate our labor resources to profitable and high growth markets, secure new contracts and renew existing client agreements. Demand for our services is cyclical and may be vulnerable to sudden economic downturns and reductions in government and private industry spending, which may result in clients delaying, curtailing or canceling proposed and existing projects. Moreover, as a professional services company, maintaining the high quality of the work generated by our employees is integral to our revenue generation and profitability.

Our costs consist primarily of the compensation we pay to our employees, including salaries, fringe benefits, the costs of hiring subcontractors, other project related expenses and sales, general and administrative costs

In December 2015, the federal legislation referred to as the Fixing America's Surface Transportation Act (FAST Act) was authorized. The FAST Act is a five year federal program expected to provide infrastructure spending on roads, bridges, and public transit and rail systems. We expect that the passage of the FAST Act will continue to positively impact our transportation services business.

The U.S. federal government has proposed significant legislative and executive infrastructure initiatives that, if enacted, could have a positive impact to our infrastructure business.

As part of our capital allocation commitments, we repurchased common stock under our \$1 billion authorization in the first, second and fourth quarters of fiscal 2019 and we intend to deploy future free cash flow towards debt reduction and stock repurchases.

United States and foreign trade policy actions and tariffs such as the March 2018 imposition of tariffs on steel and aluminum imports could impact client spending and affect the profitability of our fixed price construction projects and other services.

Recent political unrest in Hong Kong where we have a significant presence could negatively impact our business.

We expect to exit the fixed price combined cycle gas power plant construction and non-core Oil & Gas markets. We are continuing our review of our remaining at risk construction projects with an expectation of reducing our self-perform at risk construction exposure. We are evaluating our geographic exposure as part of a proposed plan to exit more than 30 countries, subject to applicable laws, to improve profitability and reduce our risk profile.

We expect to incur restructuring costs of \$30 million to \$60 million in fiscal year 2020 primarily related to costs associated with the sale of the Management Services business and expected exit of at risk, self-perform construction. Total cash costs for the restructuring are expected to be between \$60 and \$80 million, including capital expenditures associated with real estate restructuring of approximately \$40 million.

We cannot determine if future climate change and greenhouse gas laws and policies, such as the United Nations' COP21 Paris Agreement, will have a material impact on our business or our clients' business; however, we expect future environmental laws and policies could negatively impact demand for our services related to fossil fuel projects and positively impact demand for our services related to environmental, infrastructure, nuclear and alternative energy projects.

On October 2, 2019, AECOM entered into a purchase and sale agreement with an affiliate of American Securities LLC and Lindsay Goldberg LLC to sell our Management Services business segment for a purchase price of \$2.405 billion, subject to customary cash, debt and working capital adjustments. The transaction is expected to close in the second quarter of fiscal 2020.

Acquisitions

The aggregate value of all consideration for our acquisitions consummated during the years ended September 30, 2018 and 2017 was \$5.6 million and \$64.4 million, respectively. There were no acquisitions consummated during the year ended September 30, 2019.

All of our acquisitions have been accounted for as business combinations and the results of operations of the acquired companies have been included in our consolidated results since the dates of the acquisitions.

Components of Income and Expense

	Year Ended September 30,				
	2019	2018	2017	2016	2015
	(in millions)				
Other Financial Data:					
Revenue	\$ 20, 73	\$ 20, 56	\$ 8,203	\$ 7,4	\$ 7,990
Cost of revenue	9,360	9,505	7,5 9	6,768	7,455
Gross profit	8 3	65	684	643	535
Equity in earnings of joint ventures	8	8	42	04	06
General and administrative expenses	(48)	(36)	(34)	(5)	(4)
Restructuring cost	(95)				
(Loss) gain on disposal activities	()	(3)		(43)	
Impairment of long lived assets, including goodwill	(6 5)	(68)			
Acquisition and integration expenses			(39)	(2 4)	(398)
Income from operations	\$ 25	\$ 425	\$ 654	\$ 375	\$ 29

Revenue

We generate revenue primarily by providing planning, consulting, architectural and engineering design services to commercial and government clients around the world. Our revenue consists of both services provided by our employees and pass through fees from subcontractors and other direct costs. We generally recognize revenue over time as performance obligations are satisfied and control over promised goods or services are transferred to our customers. We generally measure progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred.

Cost of Revenue

Cost of revenue reflects the cost of our own personnel (including fringe benefits and overhead expense) associated with revenue.

Amortization Expense of Acquired Intangible Assets

Included in our cost of revenue is amortization of acquired intangible assets. We have ascribed value to identifiable intangible assets other than goodwill in our purchase price allocations for companies we have acquired. These assets include, but are not limited to, backlog and customer relationships. To the extent we ascribe value to identifiable intangible assets that have finite lives, we amortize those values over the estimated useful lives of the assets. Such amortization expense, although non cash in the period expensed, directly impacts our results of operations. It is difficult to predict with any precision the amount of expense we may record relating to acquired intangible assets.

Equity in Earnings of Joint Ventures

Equity in earnings of joint ventures includes our portion of fees charged by our unconsolidated joint ventures to clients for services performed by us and other joint venture partners along with earnings we receive from our return on investments in unconsolidated joint ventures.

General and Administrative Expenses

General and administrative expenses include corporate expenses, including personnel, occupancy, and administrative expenses.

Acquisition and Integration Expenses

Acquisition and integration expenses are comprised of transaction costs, professional fees, and personnel costs, including due diligence and integration activities, primarily related to business acquisitions

Goodwill Impairment

See Critical Accounting Policies and Consolidated Results below

Income Tax Expense (Benefit)

As a global enterprise, income tax expense/(benefit) and our effective tax rates can be affected by many factors, including changes in our worldwide mix of pre tax losses/earnings, the effect of non controlling interest in income of consolidated subsidiaries, the extent to which the earnings are indefinitely reinvested outside of the United States, our acquisition strategy, tax incentives and credits available to us, changes in judgment regarding the realizability of our deferred tax assets, changes in existing tax laws and our assessment of uncertain tax positions. Our tax returns are routinely audited by the taxing authorities and settlements of issues raised in these audits can also sometimes affect our effective tax rate

Geographic Information

For geographic financial information, please refer to Note 4 and Note 9 in the notes to our consolidated financial statements found elsewhere in the Form 10-K

Critical Accounting Policies

Our financial statements are presented in accordance with accounting principles generally accepted in the United States (GAAP). Highlighted below are the accounting policies that management considers significant to understanding the operations of our business

Revenue Recognition

Our accounting policies establish principles for recognizing revenue upon the transfer of control of promised goods or services to customers. We generally recognize revenues over time as performance obligations are satisfied. We generally measure our progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. In the course of providing these services, we routinely subcontract for services and incur other direct cost on behalf of our clients. These costs are passed through to clients, and in accordance with accounting rules, are included in our revenue and cost of revenue.

Revenue recognition and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates. Additionally, we are required to make estimates for the amount of consideration to be received, including bonuses, awards, incentive fees, claims, unpriced change orders, penalties and liquidated damages. Variable consideration is included in the estimate of transaction price only to the extent that a significant reversal would not be probable. We continuously monitor factors that may affect the quality of our estimates, and material changes in estimates are disclosed accordingly.

Claims Recognition

Claims are amounts in excess of the agreed contract price (or amounts not included in the original contract price) that we seek to collect from customers or others for delays, errors in specifications and designs, contract terminations, change orders in dispute or unapproved contracts as to both scope and price or other causes of unanticipated additional costs. We record contract revenue related to claims only if it is probable that the claim will result in additional contract revenue and only to the extent that a significant reversal would not be probable. The amounts recorded, if material, are

disclosed in the notes to the financial statements. Costs attributable to claims are treated as costs of contract performance as incurred.

Government Contract Matters

Our federal government and certain state and local agency contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subject us to ongoing multiple audits by government agencies such as the Defense Contract Audit Agency (DCAA). In addition, most of our federal and state and local contracts are subject to termination at the discretion of the client.

Audits by the DCAA and other agencies consist of reviews of our overhead rates, operating systems and cost proposals to ensure that we account for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the DCAA determines we have not accounted for such costs consistent with CAS, the DCAA may disallow these costs. There can be no assurance that audits by the DCAA or other governmental agencies will not result in material cost disallowances in the future.

Allowance for Doubtful Accounts

We record accounts receivable net of an allowance for doubtful accounts. This allowance for doubtful accounts is estimated based on management's evaluation of the contracts involved and the financial condition of our clients. The factors we consider in our contract evaluations include, but are not limited to:

- Client type – federal or state and local government or commercial client;
- Historical contract performance;
- Historical collection and delinquency trends;
- Client credit worthiness; and
- General economic conditions.

Contract Assets and Contract Liabilities

Contract assets represent the contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the period end.

Contract liabilities represent the billings to date, as allowed under the terms of a contract, but not yet recognized as contract revenue using our revenue recognition policy.

Investments in Unconsolidated Joint Ventures

We have noncontrolling interests in joint ventures accounted for under the equity method. Fees received for and the associated costs of services performed by us and billed to joint ventures with respect to work done by us for third party customers are recorded as our revenues and costs in the period in which such services are rendered. In certain joint ventures, a fee is added to the respective billings from both ourselves and the other joint venture partners on the amounts billed to the third party customers. These fees result in earnings to the joint venture and are split with each of the joint venture partners and paid to the joint venture partners upon collection from the third party customer. We record our allocated share of these fees as equity in earnings of joint ventures.

Additionally, our ACAP segment primarily invests in real estate projects.

Income Taxes

We provide for income taxes in accordance with principles contained in ASC Topic 740, Income Taxes. Under these principles, we recognize the amount of income tax payable or refundable for the current year and deferred tax assets and liabilities for the future tax consequences of events that have been recognized in our financial statements or tax returns.

Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period when the new rate is enacted. Deferred tax assets are evaluated for future realization and reduced by a valuation allowance if it is more likely than not that a portion will not be realized.

We measure and recognize the amount of tax benefit that should be recorded for financial statement purposes for uncertain tax positions taken or expected to be taken in a tax return. With respect to uncertain tax positions, we evaluate the recognized tax benefits for recognition, measurement, derecognition, classification, interest and penalties, interim period accounting and disclosure requirements. Judgment is required in assessing the future tax consequences of events that have been recognized in our financial statements or tax returns.

Valuation Allowance. Deferred income taxes are provided on the liability method whereby deferred tax assets and liabilities are established for the difference between the financial reporting and income tax basis of assets and liabilities, as well as for tax attributes such as operating loss and tax credit carryforwards. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and tax rates on the date of enactment of such changes to laws and tax rates.

Deferred tax assets are reduced by a valuation allowance when, in our opinion, it is more likely than not that some portion or all of the deferred tax assets may not be realized. The evaluation of the recoverability of the deferred tax asset requires the Company to weigh all positive and negative evidence to reach a conclusion that it is more likely than not that all or some portion of the deferred tax assets will not be realized. The weight given to the evidence is commensurate with the extent to which it can be objectively verified. Whether a deferred tax asset may be realized requires considerable judgment by us. In considering the need for a valuation allowance, we consider a number of factors including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry back years if carry back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Whether a deferred tax asset will ultimately be realized is also dependent on varying factors, including, but not limited to, changes in tax laws and audits by tax jurisdictions in which we operate.

If future changes in judgment regarding the realizability of our deferred tax assets lead us to determine that it is more likely than not that we will not realize all or part of our deferred tax asset in the future, we will record an additional valuation allowance. Conversely, if a valuation allowance exists and we determine that the ultimate realizability of all or part of the net deferred tax asset is more likely than not to be realized, then the amount of the valuation allowance will be reduced. This adjustment will increase or decrease income tax expense in the period of such determination.

Undistributed Non U.S. Earnings. The results of our operations outside of the United States are consolidated for financial reporting; however, earnings from investments in non U.S. operations are included in domestic U.S. taxable income only when actually or constructively received. No deferred taxes have been provided on the undistributed gross book tax basis differences of our non U.S. operations of approximately \$ 8 billion because we have the ability to and intend to permanently reinvest these basis differences overseas. If we were to repatriate these basis differences, additional taxes could be due at that time.

We continually explore initiatives to better align our tax and legal entity structure with the footprint of our non U.S. operations and we recognize the tax impact of these initiatives, including changes in assessment of its uncertain tax positions, indefinite reinvestment exception assertions and realizability of deferred tax assets, earliest in the period when management believes all necessary internal and external approvals associated with such initiatives have been obtained, or when the initiatives are materially complete.

Goodwill and Acquired Intangible Assets

Goodwill represents the excess of amounts paid over the fair value of net assets acquired from an acquisition. In order to determine the amount of goodwill resulting from an acquisition, we perform an assessment to determine the value of the acquired company's tangible and identifiable intangible assets and liabilities. In our assessment, we determine whether identifiable intangible assets exist, which typically include backlog and customer relationships.

We test goodwill for impairment annually for each reporting unit in the fourth quarter of the fiscal year and between annual tests, if events occur or circumstances change which suggest that goodwill should be evaluated. Such events or circumstances include significant changes in legal factors and business climate, recent losses at a reporting unit, and industry trends, among other factors. A reporting unit is defined as an operating segment or one level below an operating segment. Our impairment tests are performed at the operating segment level as they represent our reporting units.

During the impairment test, we estimate the fair value of the reporting unit using income and market approaches, and compare that amount to the carrying value of that reporting unit. In the event the fair value of the reporting unit is determined to be less than the carrying value, goodwill is impaired, and an impairment loss is recognized equal to the excess, limited to the total amount of goodwill allocated to the reporting unit.

During the fourth quarter, we conduct our annual goodwill impairment test. The impairment evaluation process includes, among other things, making assumptions about variables such as revenue growth rates, profitability, discount rates, and industry market multiples, which are subject to a high degree of judgment.

Material assumptions used in the impairment analysis included the weighted average cost of capital (WACC) percent and terminal growth rates. For example, as of September 30, 2019, a 1% increase in the WACC rate represents a \$900 million decrease to the fair value of our reporting units. As of September 30, 2019, a 1% decrease in the terminal growth rate represents a \$500 million decrease to the fair value of our reporting units.

Pension Benefit Obligations

A number of assumptions are necessary to determine our pension liabilities and net periodic costs. These liabilities and net periodic costs are sensitive to changes in those assumptions. The assumptions include discount rates, long-term rates of return on plan assets and inflation levels limited to the United Kingdom and are generally determined based on the current economic environment in each host country at the end of each respective annual reporting period. We evaluate the funded status of each of our retirement plans using these current assumptions and determine the appropriate funding level considering applicable regulatory requirements, tax deductibility, reporting considerations and other factors. Based upon current assumptions, we expect to contribute \$26.6 million to our international plans in fiscal 2020. Our required minimum contributions for our U.S. qualified plans are not significant. In addition, we may make additional discretionary contributions. We currently expect to contribute \$4.7 million to our U.S. plans (including benefit payments to nonqualified plans and postretirement medical plans) in fiscal 2020. If the discount rate was reduced by 25 basis points, plan liabilities would increase by approximately \$83.0 million. If the discount rate and return on plan assets were reduced by 25 basis points, plan expense would decrease by approximately \$0.4 million and increase by approximately \$3.5 million, respectively. If inflation increased by 25 basis points, plan liabilities in the United Kingdom would increase by approximately \$40.8 million and plan expense would increase by approximately \$2.2 million.

At each measurement date, all assumptions are reviewed and adjusted as appropriate. With respect to establishing the return on assets assumption, we consider the long-term capital market expectations for each asset class held as an investment by the various pension plans. In addition to expected returns for each asset class, we take into account standard deviation of returns and correlation between asset classes. This is necessary in order to generate a distribution of possible returns which reflects diversification of assets. Based on this information, a distribution of possible returns is generated based on the plan's target asset allocation.

Capital market expectations for determining the long-term rate of return on assets are based on forward-looking assumptions which reflect a 20-year view of the capital markets. In establishing those capital market assumptions and expectations, we rely on the assistance of our actuaries and our investment consultants. We and the plan trustees review

whether changes to the various plans' target asset allocations are appropriate. A change in the plans' target asset allocations would likely result in a change in the expected return on asset assumptions. In assessing a plan's asset allocation strategy, we and the plan trustees consider factors such as the structure of the plan's liabilities, the plan's funded status, and the impact of the asset allocation to the volatility of the plan's funded status, so that the overall risk level resulting from our defined benefit plans is appropriate within our risk management strategy.

Between September 30, 2008 and September 30, 2009, the aggregate worldwide pension deficit increased from \$400.5 million to \$483.9 million due to decreased discount rates. If the various plans do not experience future investment gains to reduce this shortfall, the deficit will be reduced by additional contributions.

Accrued Professional Liability Costs

We carry professional liability insurance policies or self insure for our initial layer of professional liability claims under our professional liability insurance policies and for a deductible for each claim even after exceeding the self insured retention. We accrue for our portion of the estimated ultimate liability for the estimated potential incurred losses. We establish our estimate of loss for each potential claim in consultation with legal counsel handling the specific matters and based on historic trends taking into account recent events. We also use an outside actuarial firm to assist us in estimating our future claims exposure. It is possible that our estimate of loss may be revised based on the actual or revised estimate of liability of the claims.

Foreign Currency Translation

Our functional currency is the U.S. dollar. Results of operations for foreign entities are translated to U.S. dollars using the average exchange rates during the period. Assets and liabilities for foreign entities are translated using the exchange rates in effect as of the date of the balance sheet. Resulting translation adjustments are recorded as a foreign currency translation adjustment into other accumulated comprehensive income/(loss) in stockholders' equity.

We limit exposure to foreign currency fluctuations in most of our contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, we generally do not need to hedge foreign currency cash flows for contract work performed. However, we will use foreign exchange derivative financial instruments from time to time to mitigate foreign currency risk. The functional currency of all significant foreign operations is the respective local currency.

Fiscal year ended September 30, 2019 compared to the fiscal year ended September 30, 2018

Consolidated Results

	Fiscal Year Ended		Change	
	September 30, 2019	September 30, 2018	\$	%
	(\$ in millions)			
Revenue	\$ 20,733	\$ 20,555	\$ 78	0 %
Cost of revenue	9,359.9	9,504.9	(145.0)	(0.7)
Gross profit	834	650.6	62.8	25.0
Equity in earnings of joint ventures	8.0	8	(0)	(0)
General and administrative expenses	(48)	(35.7)	(12.4)	9
Restructuring cost	(95.4)		(95.4)	NM *
Loss on disposal activities	(0.4)	(2.9)	(7.5)	258.6
Impairment of long lived assets, including goodwill	(65.4)	(68.2)	(447.2)	265.9
Income from operations	25	424.9	(399.8)	(94)
Other income	6.8	20	(3.3)	(6.4)
Interest expense	(226.0)	(267.5)	4.5	(5.5)
(Loss) income before income tax benefit	(84)	77.5	(36.6)	(203.7)
Income tax benefit	(0)	(9.7)	9.6	(99.5)
Net (loss) income	(84.0)	97.2	(38.2)	(93.3)
Noncontrolling interests in income of consolidated subsidiaries, net of tax	(77)	(60.7)	(6.4)	27.0
Net (loss) income attributable to AECOM	\$ (26)	\$ 36.5	\$ (397.6)	(29.3)%

*NM Not meaningful

The following table presents the percentage relationship of statement of operations items to revenue:

	Fiscal Year Ended	
	September 30, 2019	September 30, 2018
Revenue	100.0 %	100.0 %
Cost of revenue	96.0	96.8
Gross profit	4.0	3.2
Equity in earnings of joint ventures	0.4	0.4
General and administrative expenses	(0.6)	(0.7)
Restructuring costs	(0.5)	0.0
Loss on disposal activities	(0)	0.0
Impairment of long lived assets, including goodwill	(3)	(0.8)
Income from operations	0	2
Other income	0	0
Interest expense	()	(3)
(Loss) Income before income tax benefit	(0.9)	0.9
Income tax benefit	0.0	(0)
Net (loss) income	(0.9)	0
Noncontrolling interests in income of consolidated subsidiaries, net of tax	(0.4)	(0.3)
Net (loss) income attributable to AECOM	(3)%	0.7 %

Revenue

Our revenue for the year ended September 30, 2019 increased \$ 7.8 million, or 0 %, to \$20, 73.3 million as compared to \$20, 55.5 million for the corresponding period last year.

The increase in revenue for the year ended September 30, 2019 was primarily attributable to an increase in our MS segment of \$424.6 million, an increase in our DCS segment of \$45 million, and an increase in our ACAP segment of \$8.2 million, offset by a decrease in our CS segment of \$460 million, as discussed further below.

In the course of providing our services, we routinely subcontract for services and incur other direct costs on behalf of our clients. These costs are passed through to clients and, in accordance with industry practice and GAAP, are included in our revenue and cost of revenue. Because subcontractor and other direct costs can change significantly from project to project and period to period, changes in revenue may not be indicative of business trends. Subcontractor and other direct costs for the years ended September 30, 2019 and 2018 were \$ 0.3 billion and \$ 0.7 billion, respectively. Subcontractor costs and other direct costs as a percentage of revenue decreased to 5 % during the year ended September 30, 2019 compared with 53% during the year ended September 30, 2018.

Gross Profit

Our gross profit for the year ended September 30, 2019 increased \$ 62.8 million, or 25.0%, to \$8.34 million as compared to \$650.6 million for the corresponding period last year. For the year ended September 30, 2019, gross profit, as a percentage of revenue, increased to 4.0% from 3.2% in the year ended September 30, 2018.

Gross profit changes were due to the reasons noted in DCS, CS and MS reportable segments below.

Equity in Earnings of Joint Ventures

Our equity in earnings of joint ventures for the year ended September 30, 2019 was \$8.0 million as compared to \$8 million in the corresponding period last year.

General and Administrative Expenses

Our general and administrative expenses for the year ended September 30, 2019 increased \$ 2.4 million, or 9 %, to \$ 48 million as compared to \$ 35.7 million for the corresponding period last year. For the year ended September 30, 2019, general and administrative expenses decreased to 0.6% from 0.7% for the year ended September 30, 2018.

The increase in general and administrative expenses was due to increased personnel expenses.

Restructuring Costs

In the first quarter of fiscal 2019, we commenced a restructuring plan to improve profitability. During the year ended September 30, 2019, we incurred restructuring expenses of \$95.4 million. We expect to achieve approximately \$225 million of annual cost savings, which is expected to contribute to \$ 50 million of cost savings in fiscal 2020.

Loss on Disposal Activities

Loss on disposal activities in the accompanying statements of operations for the year ended September 30, 2019 was \$ 0.4 million compared to \$2.9 million for the corresponding period last year. The loss on disposal activities in the current period primarily relates to incremental losses on the sale of specific non-core oil and gas assets in North America from our CS segment previously classified as assets held for sale.

Impairment of Long-Lived Assets, Including Goodwill

Impairment of long lived assets, including goodwill, was \$6 54 million and \$ 682 million for the year ended September 30, 20 9 and 20 8, respectively. In 20 9, the loss was due to a decrease in the estimated recovery and fair value of our reporting units with self perform at risk construction exposure in the CS segment. Included in the impairment of long lived assets was a goodwill impairment charge of \$588 0 million. Goodwill associated with the impairment was originally recognized in the acquisitions of URS Corporation in 20 4 and Shimmick Construction Company, Inc. in 20 7. Our continuing review of at risk construction projects, including the decision to exit fixed price combined cycle gas power plant construction, resulted in a lower estimated fair value than previously measured. In 20 8, the loss was due to the disposition of certain non core oil and gas businesses in North America from our CS segment. The disposition resulted in a remeasurement of the assets held for sale, which were recorded at their estimated fair values less costs to sell. Included in the impairment of long lived assets was a goodwill impairment charge of \$ 25 4 million.

Other Income

Our other income for the year ended September 30, 20 9 decreased \$3 3 million to \$ 6 8 million as compared to \$20 million for the corresponding period last year.

Other income is primarily comprised of interest income. The decrease in other income for the year ended September 30, 20 9 was primarily due to a \$9 million gain realized in the year ended September 30, 20 8 from a foreign exchange forward contract entered into as part of the refinance of our Credit Agreement in March 20 8, as discussed below in “Liquidity and Capital Resources Debt 20 4 Credit Agreement.”

Interest Expense

Our interest expense for the year ended September 30, 20 9 was \$226 0 million as compared to \$267 5 million for the corresponding period last year.

The decrease in interest expense for the year ended September 30, 20 9 was primarily due to a \$34 5 million prepayment premium paid on our \$800 million unsecured 5 750% Senior Notes due 2022 that was incurred during the year ended September 30, 20 8 and did not repeat in 20 9.

Income Tax Benefit

Our income tax benefit for the year ended September 30, 20 9 was \$0 million compared to income tax benefit of \$ 9 7 million for the year ended September 30, 20 8. The decrease in tax benefit for the year ended September 30, 20 9, compared to the corresponding period last year, is due primarily to tax expense of \$82 7 million related to the goodwill impairment charge during fiscal 20 9, a tax benefit of \$20 3 million related to changes in valuation allowances including the release of a valuation allowance in the amount of \$38 million due to sufficient positive evidence obtained during fiscal 20 9, and the tax impacts of a decrease in overall pre tax income of \$36 6 million. The tax impact of these items were partially offset by one time items that occurred during the fiscal year ended September 30, 20 8, including valuation allowance increases of \$58 7 million, a \$47 8 million net tax benefit related to one time U S federal tax law changes, tax expense of \$33 9 million related to a goodwill impairment charge, a tax benefit of \$3 4 million related to changes in uncertain tax positions primarily in the U S and Canada, and a tax benefit of \$27 7 million related to an audit settlement in the U S.

During fiscal 20 8, we recorded a \$38 million valuation allowance related to foreign tax credits as a result of U S federal tax law changes. In fiscal 20 9, we released this valuation allowance due to sufficient positive evidence obtained during the quarter. The positive evidence included the issuance of regulations related to the Tax Act during the quarter and forecasting the utilization of the foreign tax credits within the foreseeable future.

During fiscal 20 8, we effectively settled a U S federal income tax examination for URS pre acquisition tax years 20 2, 20 3 and 20 4 and recorded a benefit of \$27 7 million related to various adjustments, in addition to the favorable settlement of R&D credits of \$26 2 million recorded in fiscal 20 8.

During fiscal 2018, President Trump signed the Tax Act into law. The Tax Act reduced our U.S. federal corporate tax rate from 35% to 21%, required companies to pay a one-time transition tax on accumulated earnings of foreign subsidiaries, created new taxes on certain foreign-sourced earnings, and eliminated or reduced certain deductions.

In fiscal 2018, we remeasured certain deferred tax assets and liabilities based on the rates at which they were expected to reverse in the future, which is generally 21%. The provisional amount recorded related to the remeasurement of our deferred tax balance was a \$32.0 million tax benefit. In addition, we released the deferred tax liability and recorded a tax benefit related to certain foreign subsidiaries for which the undistributed earnings are not intended to be reinvested indefinitely for \$79.8 million and accrued current tax on these earnings as part of the one-time transition tax.

Also during fiscal 2018, we recorded a provisional amount for the one-time transition tax liability for our foreign subsidiaries resulting in an increase in income tax expense of \$64.0 million. During fiscal 2019, we completed our calculation of the total foreign earnings and profits of our foreign subsidiaries and recorded a tax benefit of \$5 million.

We are currently under tax audit in several jurisdictions including the U.S. and believe the outcomes, which are reasonably possible within the next twelve months, including lapses in statutes of limitations, could result in future adjustments, but will not result in a material change in the liability for uncertain tax positions.

Certain operations in Canada continue to have losses and the associated valuation allowances could be reduced if and when our current and forecast profits trend turns and sufficient evidence exists to support the release of the related valuation allowance (approximately \$39 million).

We regularly integrate and consolidate our business operations and legal entity structure, and such internal initiatives could impact the assessment of uncertain tax positions, indefinite reinvestment assertions and the realizability of deferred tax assets.

Net (Loss) Income Attributable to AECOM

The factors described above resulted in the net loss attributable to AECOM of \$26 million for the year ended September 30, 2019, as compared to the net income attributable to AECOM of \$36.5 million for the year ended September 30, 2018.

Results of Operations by Reportable Segment

Design and Consulting Services

	Fiscal Year Ended		Change	
	September 30, 2019	September 30, 2018	\$	%
	(\$ in millions)			
Revenue	\$ 8,268.2	\$ 8,223	\$ 45	0.5 %
Cost of revenue	7,722.3	7,783.9	(61.6)	(0.8) %
Gross profit	<u>\$ 545.9</u>	<u>\$ 439.2</u>	<u>\$ 106.7</u>	<u>24.3 %</u>

The following table presents the percentage relationship of statement of operations items to revenue:

	Fiscal Year Ended	
	September 30, 2019	September 30, 2018
Revenue	100.0 %	100.0 %
Cost of revenue	93.4	94.7
Gross profit	<u>6.6 %</u>	<u>5.3 %</u>

Revenue

Revenue for our DCS segment for the year ended September 30, 2019 increased \$45 million, or 0.5%, to \$8,268.2 million as compared to \$8,223 million for the corresponding period last year.

The increase in revenue for the year ended September 30, 2019 was primarily attributable to an increase in the Americas of \$50 million, largely due to increased work performed on a residential housing storm disaster relief program and an increase in Asia Pacific (APAC) of \$40 million. These increases were partially offset by unfavorable impacts from foreign currency of \$50 million.

Gross Profit

Gross profit for our DCS segment for the year ended September 30, 2019 increased \$0.67 million, or 24.3%, to \$545.9 million as compared to \$439.2 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 6.6% of revenue for the year ended September 30, 2019 from 5.3% in the corresponding period last year.

The increases in gross profit and gross profit as a percentage of revenue for the year ended September 30, 2019 were primarily due to increased revenues in the Americas, including the residential housing storm disaster relief program increase discussed above and reduced costs resulting from restructuring activities taken earlier in fiscal 2019.

Construction Services

	Fiscal Year Ended		Change	
	September 30, 2019	September 30, 2018	\$	%
	(\$ in millions)			
Revenue	\$ 7,778.8	\$ 8,238.9	\$ (460.1)	(5.6)%
Cost of revenue	7,723.4	8,985.5	(475.1)	(5.8)%
Gross profit	\$ 55.4	\$ 40.4	\$ 15.0	37.1%

The following table presents the percentage relationship of statement of operations items to revenue:

	Fiscal Year Ended	
	September 30, 2019	September 30, 2018
Revenue	100.0%	100.0%
Cost of revenue	99.3%	99.5%
Gross profit	0.7%	0.5%

Revenue

Revenue for our CS segment for the year ended September 30, 2019 decreased \$460 million, or 5.6%, to \$7,778.8 million as compared to \$8,238.9 million for the corresponding period last year.

The decrease in revenue for the year ended September 30, 2019 was primarily attributable to decreased construction management of airports in the U.S. and residential high-rise buildings in the city of New York of approximately \$340 million and decreased revenue from our power and oil and gas businesses, partially due to divestitures.

Gross Profit

Gross profit for our CS segment for the year ended September 30, 2019 increased \$5.0 million, or 37.1%, to \$55.4 million as compared to \$40.4 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 0.7% of revenue for the year ended September 30, 2019 from 0.5% in the corresponding period last year.

The increase in gross profit for the year ended September 30, 2019 was primarily due to increased profitability in the oil and gas business in North America. This increase was partially offset by a benefit from project performance on a power contract in the United States in the three months ended December 31, 2017 that did not repeat in the current period. The increase was also offset by decreased performance on projects in our building construction business.

Management Services

	Fiscal Year Ended		Change	
	September 30, 2019	September 30, 2018	\$	%
	(\$ in millions)			
Revenue	\$ 4,188	\$ 3,693.5	\$ 424.6	5%
Cost of revenue	3,942	3,522.5	39.7	
Gross profit	\$ 203.9	\$ 70	\$ 32.9	92%

The following table presents the percentage relationship of statement of operations items to revenue:

	Fiscal Year Ended	
	September 30, 2019	September 30, 2018
Revenue	100.0%	100.0%
Cost of revenue	95.0%	95.4%
Gross profit	5.0%	4.6%

Revenue

Revenue for our MS segment for the year ended September 30, 2019 increased \$424.6 million, or 5%, to \$4,188 million as compared to \$3,693.5 million for the corresponding period last year.

The increase in revenue for the year ended September 30, 2019 was primarily due to a project with the Department of Defense.

Gross Profit

Gross profit for our MS segment for the year ended September 30, 2019 increased \$32.9 million, or 92%, to \$203.9 million as compared to \$70 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 5.0% of revenue for the year ended September 30, 2019 from 4.6% in the corresponding period last year.

The increase in gross profit for the year ended September 30, 2019 was primarily due to the increased revenue from the project with the Department of Defense discussed above.

AECOM Capital

	Fiscal Year Ended		Change	
	September 30, 2019	September 30, 2018	\$	%
	(\$ in millions)			
Revenue	\$ 82	\$ 82	\$ 82	NM*
Equity in earnings of joint ventures	77	52	25	64%
General and administrative expenses	(49)	(2)	63	(563)%

* NM Not Meaningful

Equity in earnings of joint ventures included a gain on the sale of a property.

Fiscal year ended September 30, 2018 compared to the fiscal year ended September 30, 2017

Consolidated Results

	Fiscal Year Ended		Change	
	September 30, 2018	September 30, 2017	\$	%
	(\$ in millions)			
Revenue	\$ 20,555	\$ 8,203.4	\$,952	0.7%
Cost of revenue	9,504.9	7,597.7	,985.2	3
Gross profit	650.6	683.7	(33)	(4.8)
Equity in earnings of joint ventures	8	4.6	(60.5)	(42.7)
General and administrative expenses	(35.7)	(33.4)	(2.3)	7
Impairment of long lived assets, including goodwill	(68.2)		(68.2)	NM*
Acquisition and integration expenses		(38.7)	38.7	(00.0)
(Loss) gain on disposal activities	(2.9)	0.6	(3.5)	NM*
Income from operations	424.9	653.8	(228.9)	(35.0)
Other income	20	6.7	3.4	200.0
Interest expense	(267.5)	(23.3)	(36.2)	5.7
Income before income tax (benefit) expense	77.5	429.2	(25.7)	(58.6)
Income tax (benefit) expense	(9.7)	7.7	(27.4)	(355.8)
Net income	97.2	42.5	(224.3)	(53.2)
Noncontrolling interests in income of consolidated subsidiaries, net of tax	(60.7)	(82)	2.4	(26)
Net income attributable to AECOM	\$ 36.5	\$ 339.4	\$ (202.9)	(59.8)%

* NM Not Meaningful

The following table presents the percentage relationship of statement of operations items to revenue:

	Fiscal Year Ended	
	September 30, 2018	September 30, 2017
Revenue	100.0%	100.0%
Cost of revenue	96.8	96.2
Gross profit	3.2	3.8
Equity in earnings of joint ventures	0.4	0.8
General and administrative expenses	(0.7)	(0.8)
Impairment of long lived assets, including goodwill	(0.8)	0.0
Acquisition and integration expenses	0.0	(0.2)
(Loss) gain on disposal activities	0.0	0.0
Income from operations	2	3.6
Other income	0	0.0
Interest expense	(3)	(2)
Income before income tax (benefit) expense	0.9	2.4
Income tax (benefit) expense	(0)	0
Net income	0	2.3
Noncontrolling interests in income of consolidated subsidiaries, net of tax	(0.3)	(0.4)
Net income attributable to AECOM	0.7%	9%

Revenue

Our revenue for the year ended September 30, 2018 increased \$,952 million, or 0.7%, to \$20,555 million as compared to \$ 8,203.4 million for the year ended September 30, 2017.

The increase in revenue for the year ended September 30, 20 8 was primarily attributable to increases in our DCS segment of \$656 3 million, our CS segment of \$943 3 million, and our MS segment of \$352 5 million, as discussed further below

In the course of providing our services, we routinely subcontract for services and incur other direct costs on behalf of our clients. These costs are passed through to clients and, in accordance with industry practice and GAAP, are included in our revenue and cost of revenue. Because subcontractor and other direct costs can change significantly from project to project and period to period, changes in revenue may not be indicative of business trends. Subcontractor and other direct costs for the years ended September 30, 20 8 and 20 7 were \$ 0 7 billion and \$9 2 billion, respectively. Subcontractor costs and other direct costs as a percentage of revenue, increased to 53% during the year ended September 30, 20 8 from 5 % during the year ended September 30, 20 7 due to increased building construction in our CS segment, as discussed below

Gross Profit

Our gross profit for the year ended September 30, 20 8 decreased \$33 million, or 4 8%, to \$650 6 million as compared to \$683 7 million for the year ended September 30, 20 7. For the year ended September 30, 20 8, gross profit, as a percentage of revenue, decreased to 3 2% from 3 8% in the year ended September 30, 20 7.

Gross profit changes were due to the reasons noted in DCS, CS and MS segments below

Equity in Earnings of Joint Ventures

Our equity in earnings of joint ventures for the year ended September 30, 20 8 was \$8 million as compared to \$ 4 6 million in the year ended September 30, 20 7.

During year ended September 30, 20 7, ACAP completed a transaction to sell its 50% equity interest in Provost Square I LLC, an unconsolidated joint venture which invested in a real estate development in New Jersey, for \$ 33 million, which resulted in a gain of \$52 million in our fiscal 20 7. During the three months ended September 30, 20 8, ACAP completed several real estate transactions that resulted in total gains of \$ 5 2 million and net cash proceeds of \$ 02 8 million. Additionally, the decrease from prior year was due to approximately \$ 5 million in reduced equity in earnings from decreased volume at joint ventures in our MS segment.

General and Administrative Expenses

Our general and administrative expenses for the year ended September 30, 20 8 increased \$2 3 million, or 7%, to \$ 35 7 million as compared to \$ 33 4 million for the year ended September 30, 20 7. As a percentage of revenue, general and administrative expenses decreased to 0 7% for the year ended September 30, 20 8 from 0 8% for the year ended September 30, 20 7.

Impairment of Long-Lived Assets, Including Goodwill

Impairment of long lived assets, including goodwill, was \$ 68 2 million for the year ended September 30, 20 8. The loss was due to the anticipated disposition of non core oil and gas assets in North America from our CS segment after the second quarter of fiscal 20 8. The anticipated disposition resulted in a remeasurement of the assets held for sale, which were recorded at their estimated fair values less costs to sell. Included in the impairment of long lived assets was a goodwill impairment charge of \$ 25 4 million. Goodwill associated with the assets held for sale was originally recognized in the acquisition of URS Corporation in October 20 4. Weak market demand for oil and gas services in the Canadian oil sands, primarily due to volatile commodity prices for Western Canada Select, resulted in lower fair value than previously measured at our annual impairment testing date as of September 30, 20 7. A portion of the assets classified as held for

sale at the end of the second quarter of fiscal 20 8 were sold during the year ended September 30, 20 8 We expect to sell the remaining assets held for sale within fiscal 20 9

Loss / Gain on Disposal Activities

Loss on disposal activities in the accompanying statements of operations for the year ended September 30, 20 8 was \$2 9 million compared to gain on disposal activities of \$0 6 million for the year ended September 30, 20 7 The loss on disposal activities in the current period relates to incremental losses on the disposal of specific non core oil and gas assets in North America from our CS segment previously classified as assets held for sale

Other Income

Our other income for the year ended September 30, 20 8 increased \$ 3 4 million to \$20 million as compared to \$6 7 million for the year ended September 30, 20 7

The increase in other income for the year ended September 30, 20 8 was primarily due to a \$9 million gain realized in the quarter ended March 3 , 20 8 from a foreign exchange forward contract entered into as part of the refinancing of our credit agreement

Interest Expense

Our interest expense for the year ended September 30, 20 8 was \$267 5 million as compared to \$23 3 million for the year ended September 30, 20 7

The increase in interest expense for the year ended September 30, 20 8 was primarily due to a \$34 5 million prepayment premium of our \$800 million unsecured 5 750% Senior Notes due 2022 at a price of 04 3% during the quarter ended March 3 , 20 8

Income Tax Benefit / Expense

Our income tax benefit for the year ended September 30, 20 8 was \$ 9 6 million compared to income tax expense of \$7 7 million for the year ended September 30, 20 7 The increase in tax benefit for the current period compared to the corresponding period last year is due primarily to a \$47 8 million net benefit related to one time U S federal tax law changes, a benefit of \$37 2 million related to income tax credits and incentives, a benefit of \$3 4 million related to changes in uncertain tax positions primarily in the U S and Canada, a benefit of \$27 7 million related to an audit settlement in the U S , a benefit of \$ 8 5 million related to return to provision adjustments in the U S primarily due to changes in foreign tax credits, a decrease in overall pre tax income of \$25 7 million, and a reduced U S federal corporate tax rate of 24 5% for our fiscal year ending September 30, 20 8 These benefits were partially offset by valuation allowance increases resulting in tax expense of \$58 7 million including \$38 million related to foreign tax credits as a result of U S federal tax law changes and tax expense of \$33 9 million related to the goodwill impairment charge in the second quarter of fiscal 20 8 which was non deductible for tax purposes

During the first quarter of 20 8, President Trump signed what is commonly referred to as *The Tax Cuts and Jobs Act* (Tax Act) into law The Tax Act reduced our U S federal corporate tax rate from 35% to a blended tax rate of 24 5% for our fiscal year ending September 30, 20 8 and 2 % for fiscal years thereafter, requires companies to pay a one time transition tax on accumulated earnings of foreign subsidiaries, creates new taxes on foreign sourced earnings and eliminates or reduces deductions

Given the significance of the Tax Act, the SEC staff issued Staff Accounting Bulletin No 8 (SAB 8), which allows registrants to record provisional amounts during a one year “measurement period” similar to that used when accounting for business combinations However, the measurement period is deemed to have ended earlier when the registrant has obtained, prepared and analyzed the information necessary to finalize its accounting During the measurement period, impacts of the law are expected to be recorded at the time a reasonable estimate for all or a portion

of the effects can be made, and provisional amounts can be recognized and adjusted as information becomes available, prepared or analyzed

During the fiscal year 2018, we recorded a \$32.0 million provisional tax benefit related to the remeasurement of our U.S. deferred tax assets and liabilities based on the rates at which they are expected to reverse in the future, which is generally 21%. In addition, we released the deferred tax liability and recorded a tax benefit related to foreign subsidiaries for which the undistributed earnings are not intended to be reinvested indefinitely for \$79.8 million and accrued current tax on these earnings as part of the one-time transition tax.

During the fiscal year 2018, we recorded a \$64.0 million provisional amount for the one-time transition tax liability for our foreign subsidiaries. We have not yet completed our calculation of the total foreign earnings and profits of our foreign subsidiaries and accordingly this amount may change when we finalize the calculation of foreign earnings.

During the fourth quarter of 2018, we restructured certain operations in Canada which resulted in a release of a valuation allowance of \$3.0 million. Other operations in Canada continue to have losses and the associated valuation allowances could be reduced if and when our current and forecast profits trend turns and sufficient evidence exists to support the release of the related valuation allowances (approximately \$4.0 million). During the second quarter of 2017, valuation allowances in the amount of \$59.9 million in the United Kingdom were released due to sufficient positive evidence.

During the fourth quarter of 2018, we effectively settled a U.S. federal income tax examination for URS pre-acquisition tax years 2012, 2013 and 2014 and recorded a benefit of \$27.7 million related to various adjustments, in addition to the favorable settlement for R&D credits of \$26.2 million recorded in the second quarter of 2018. We are currently under tax audit in several jurisdictions including the U.S. and believe the outcomes which are reasonably possible within the next twelve months, including lapses in statutes of limitations, could result in adjustments, but will not result in a material change in the liability for uncertain tax positions.

We regularly integrate and consolidate our business operations and legal entity structure, and such internal initiatives could impact the assessment of uncertain tax positions, indefinite reinvestment assertions and the realizability of deferred tax assets.

Net Income Attributable to AECOM

The factors described above resulted in the net income attributable to AECOM of \$36.5 million for the year ended September 30, 2018, as compared to the net income attributable to AECOM of \$339.4 million for the year ended September 30, 2017.

Results of Operations by Reportable Segment

Design and Consulting Services

	Fiscal Year Ended		Change	
	September 30, 2018	September 30, 2017	\$	%
	(\$ in millions)			
Revenue	\$ 8,223	\$ 7,566.8	\$ 656.3	8.7%
Cost of revenue	7,783.9	7,720	6.9	0.5%
Gross profit	\$ 439.2	\$ 394.8	\$ 44.4	2%

The following table presents the percentage relationship of statement of operations items to revenue:

	Fiscal Year Ended	
	September 30, 2018	September 30, 2017
Revenue	100.0 %	100.0 %
Cost of revenue	94.7	94.8
Gross profit	5.3 %	5.2 %

Revenue

Revenue for our DCS segment for the year ended September 30, 2018 increased \$656.3 million, or 8.7%, to \$8,223 million as compared to \$7,566.8 million for the year ended September 30, 2017.

The increase in revenue for the year ended September 30, 2018 was attributable to an increase in the Americas of \$400 million, largely due to increased work performed on a residential housing storm disaster relief program. Additionally, the increase was due to increases in Asia Pacific (APAC) and Europe, Middle East and Africa (EMEA) of approximately \$10 million and \$40 million, respectively, and favorable impacts from foreign currency of \$100 million.

Gross Profit

Gross profit for our DCS segment for the year ended September 30, 2018 increased \$44.4 million, or 2%, to \$439.2 million as compared to \$394.8 million for the year ended September 30, 2017. As a percentage of revenue, gross profit increased to 5.3% of revenue for the year ended September 30, 2018 from 5.2% in the year ended September 30, 2017.

The increases in gross profit and gross profit as a percentage of revenue for the year ended September 30, 2018 were primarily due to increased revenues in the Americas, including the residential housing disaster relief program discussed above.

Construction Services

	Fiscal Year Ended		Change	
	September 30, 2018	September 30, 2017	\$	%
	(\$ in millions)			
Revenue	\$ 8,238.9	\$ 7,295.6	\$ 943.3	2.9 %
Cost of revenue	8,985	7,202.7	995.8	3.8
Gross profit	\$ 40.4	\$ 92.9	\$ (52.5)	(56.5)%

The following table presents the percentage relationship of statement of operations items to revenue:

	Fiscal Year Ended	
	September 30, 2018	September 30, 2017
Revenue	100.0 %	100.0 %
Cost of revenue	99.5	98.7
Gross profit	0.5 %	1.3 %

Revenue

Revenue for our CS segment for the year ended September 30, 2018 increased \$943.3 million, or 2.9%, to \$8,238.9 million as compared to \$7,295.6 million for the year ended September 30, 2017.

The increase in revenue for the year ended September 30, 20 8 was primarily attributable to approximately \$400 million in increased revenue due to the construction of residential high rise buildings in the city of New York. Additionally, the increase was due to the inclusion of approximately \$500 million of revenue from entities acquired during fiscal 20 8 and the fourth quarter of fiscal 20 7.

Gross Profit

Gross profit for our CS segment for the year ended September 30, 20 8 decreased \$52.5 million, or 56.5%, to \$40.4 million as compared to \$92.9 million for the year ended September 30, 20 7. As a percentage of revenue, gross profit decreased to 0.5% of revenue for the year ended September 30, 20 8 from 3% in the year ended September 30, 20 7.

The decrease in gross profit and gross profit as a percentage of revenue for the year ended September 30, 20 8 were primarily due to losses in the oil and gas business in North America of approximately \$50 million, and projects in the construction services business, partially offset by earnings from entities acquired in fiscal 20 7 and the revenue increase in our residential high rise construction business noted above.

Management Services

	Fiscal Year Ended		Change	
	September 30, 2018	September 30, 2017	\$	%
	(\$ in millions)			
Revenue	\$ 3,693.5	\$ 3,340.0	\$ 352.5	0.6%
Cost of revenue	3,522.5	3,450.0	377.5	2.0
Gross profit	\$ 171.0	\$ 890.0	\$ (719.0)	(2.8)%

The following table presents the percentage relationship of statement of operations items to revenue:

	Fiscal Year Ended	
	September 30, 2018	September 30, 2017
Revenue	100.0%	100.0%
Cost of revenue	95.4	94
Gross profit	4.6%	5.9%

Revenue

Revenue for our MS segment for the year ended September 30, 20 8 increased \$352.5 million, or 0.6%, to \$3,693.5 million as compared to \$3,340.0 million for the year ended September 30, 20 7.

The increase in revenue for the year ended September 30, 20 8 was primarily due to various projects with the U.S. government, including projects with the United States Army in the Middle East and with the United States Air Force.

Gross Profit

Gross profit for our MS segment for the year ended September 30, 20 8 decreased \$25.0 million, or 2.8%, to \$171.0 million as compared to \$890.0 million for the year ended September 30, 20 7. As a percentage of revenue, gross profit decreased to 4.6% of revenue for the year ended September 30, 20 8 from 5.9% in the year ended September 30, 20 7.

The decrease in gross profit and gross profit as a percentage of revenue for the year ended September 30, 20 8 were primarily due to a benefit recorded in the first quarter of fiscal 20 7 of \$35 million from the favorable settlement of a federal lawsuit, net of legal fees, and \$23 million of incentive fees earned on contracts with the Department of Energy, which did not repeat in the current year. These decreases were partially offset by the benefits of approximately \$5 million.

from an increase in anticipated recoveries on a contract with the Department of Energy recorded in the year ended September 30, 2018. Additionally, the decreases were offset by increased gross profits from projects with the United States Army in the Middle East and with the United States Air Force, discussed above.

AECOM Capital

	Fiscal Year Ended		Change	
	September 30, 2018	September 30, 2017	\$	%
	(In millions)			
Equity in earnings of joint ventures	\$ 52	\$ 57.7	\$ (42.5)	(73.7)%
General and administrative expenses	(2)	(8.7)	(2.5)	28.7%

During the three months ended June 30, 2017, ACAP completed a transaction to sell its 50% equity interest in Provost Square I LLC, an unconsolidated joint venture which invested in a real estate development in New Jersey, for \$33 million, which resulted in a gain of \$52 million in fiscal 2017. During the three months ended September 30, 2018, ACAP completed several real estate transactions that resulted in total gains of \$5.2 million and net cash proceeds of \$0.28 million.

Liquidity and Capital Resources

Cash Flows

Our principal sources of liquidity are cash flows from operations, borrowings under our credit facilities, and access to financial markets. Our principal uses of cash are operating expenses, capital expenditures, working capital requirements, acquisitions, repurchases of common stock, and repayment of debt. We believe our anticipated sources of liquidity including operating cash flows, existing cash and cash equivalents, borrowing capacity under our revolving credit facility and our ability to issue debt or equity, if required, will be sufficient to meet our projected cash requirements for at least the next twelve months. We sold non-core oil and gas assets in fiscal 2019. We expect to spend approximately \$30 to \$60 million in restructuring costs in fiscal 2020; and we are evaluating our geographic exposure as part of a proposed plan to exit more than 30 countries, subject to applicable laws, to improve profitability and reduce our risk profile.

Generally, we do not provide for U.S. taxes or foreign withholding taxes on gross book-tax basis differences in our non-U.S. subsidiaries because such basis differences are able to and intended to be reinvested indefinitely. At September 30, 2019, we have determined that we will continue to indefinitely reinvest the earnings of some foreign subsidiaries and therefore we will continue to account for these undistributed earnings based on our existing accounting under ASC 740 and not accrue additional tax outside of the one-time transition tax required under the Tax Act that was enacted on December 22, 2017. Determination of the amount of any unrecognized deferred income tax liability on this temporary difference is not practicable because of the complexities of the hypothetical calculation. Based on the available sources of cash flows discussed above, we anticipate we will continue to have the ability to permanently reinvest these remaining amounts.

At September 30, 2019, cash and cash equivalents were \$1,080.4 million, an increase of \$93.7 million, or 2.8%, from \$886.7 million at September 30, 2018. The increase in cash and cash equivalents was primarily attributable to positive cash flows from operating activities, partially offset by repurchases of common stock and repayments of our credit agreement.

Net cash provided by operating activities was \$777.6 million for the year ended September 30, 2019 as compared to \$774.6 million for the year ended September 30, 2018. The change was primarily attributable to the timing of receipts and payments of working capital, which includes accounts receivable, contract assets, accounts payable, accrued expenses, and contract liabilities. The sale of trade receivables to financial institutions during the year ended September 30, 2019 provided a net benefit of \$2.9 million as compared to \$39 million during the year ended September 30, 2018. We expect to continue to sell trade receivables in the future as long as the terms continue to remain favorable to us.

Net cash used in investing activities was \$ 46.8 million for the year ended September 30, 2009, as compared to \$59 million for the year ended September 30, 2008. This increase in cash used was primarily attributable to an increase in net investments in unconsolidated joint ventures of \$ 33.8 million primarily in our civil construction and ACAP businesses.

Net cash used in financing activities was \$433.3 million for the year ended September 30, 2009, as compared to \$624.9 million for the year ended September 30, 2008. This change was primarily attributable to reduced repurchases of common stock and lower repayments of borrowings under our credit agreements. Total borrowings may vary during the period. For the year ended September 30, 2009, our weighted average floating rate borrowings were \$2.636 million.

AECOM Caribe, a subsidiary of the Company, has incurred payment delays supporting the storm recovery work in the U.S. Virgin Islands. AECOM Caribe signed several contracts with Virgin Islands authorities to provide emergency design, construction and technical services after two Category Five hurricanes devastated the Virgin Islands in 2007, that were dependent on federal funding. AECOM Caribe and its subcontractors have performed over \$750 million of work under the Virgin Islands contracts and payment delays have increased working capital by over \$ 50 million from September 30, 2008 to 2009. We are currently negotiating with the Virgin Island authorities and U.S. Federal Emergency Management Agency to modify the contract and accelerate funding for current and future contractual payments; however, we can provide no certainty as to the timing or amount of future payments.

Working Capital

Working capital, or current assets less current liabilities, increased \$75.3 million, or 7.5%, to \$,072.9 million at September 30, 2009 from \$997.6 million at September 30, 2008. Net accounts receivable and contract assets, net of contract liabilities, increased to \$4,837.8 million at September 30, 2009 from \$4,537.4 million at September 30, 2008. Working capital increased primarily due to ongoing storm recovery work in the U.S. Virgin Islands, as discussed above.

Days Sales Outstanding (DSO), which includes net accounts receivable and contract assets, net of contract liabilities, was 86 days at September 30, 2009 compared to 78 days at September 30, 2008.

In Note 4, Revenue Recognition, in the notes to our consolidated financial statements, a comparative analysis of the various components of accounts receivable is provided. Except for claims, substantially all contract assets are expected to be billed and collected within twelve months.

Contract assets related to claims are recorded only if it is probable that the claim will result in additional contract revenue and if the amount can be reliably estimated. In such cases, revenue is recorded only to the extent that contract costs relating to the claim have been incurred. Award fees in contract assets are accrued only when there is sufficient information to assess contract performance. On contracts that represent higher than normal risk or technical difficulty, award fees are generally deferred until an award fee letter is received.

Because our revenue depends to a great extent on billable labor hours, most of our charges are invoiced following the end of the month in which the hours were worked, the majority usually within 5 days. Other direct costs are normally billed along with labor hours. However, as opposed to salary costs, which are generally paid on either a bi-weekly or monthly basis, other direct costs are generally not paid until payment is received (in some cases in the form of advances) from the customers.

Debt

Debt consisted of the following:

	September 30, 2019	September 30, 2018
	(in millions)	
2014 Credit Agreement	\$ 82.2	\$ 433.8
2014 Senior Notes	800.0	800.0
2017 Senior Notes	,000.0	,000.0
URS Senior Notes	248	247.9
Other debt	208.8	9.8
Total debt	3,439	3,673.5
Less: Current portion of debt and short term borrowings	(7.2)	(43)
Less: Unamortized debt issuance costs	(36)	(46.7)
Long term debt	<u>\$ 3,285.8</u>	<u>\$ 3,483.7</u>

The following table presents, in millions, scheduled maturities of our debt as of September 30, 2019:

Fiscal Year	
2020	\$ 7.2
2021	2.6
2022	37.5
2023	450.9
2024	5.4
Thereafter	2,322.0
Total	<u>\$ 3,439</u>

2014 Credit Agreement

We entered into a credit agreement (Credit Agreement) on October 7, 2014, which, as amended to date, consists of (i) a term loan A facility that includes a \$50 million (USD) term loan A facility with a term expiring on March 3, 2022 and a \$500 million Canadian dollar (CAD) term loan A facility and a \$250 million Australian dollar (AUD) term loan A facility, each with terms expiring on March 3, 2023; (ii) a \$600 million term loan B facility with a term expiring on March 3, 2025; and (iii) a revolving credit facility in an aggregate principal amount of \$35 billion with a term expiring on March 3, 2023. Some of our subsidiaries (Guarantors) have guaranteed the obligations of the borrowers under the Credit Agreement. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of our assets and the Guarantors' pursuant to a security and pledge agreement (Security Agreement). The collateral under the Security Agreement is subject to release upon fulfillment of conditions specified in the Credit Agreement and Security Agreement.

The Credit Agreement contains covenants that limit our ability and the ability of some of our subsidiaries to, among other things: (i) create, incur, assume, or suffer to exist liens; (ii) incur or guarantee indebtedness; (iii) pay dividends or repurchase stock; (iv) enter into transactions with affiliates; (v) consummate asset sales, acquisitions or mergers; (vi) enter into various types of burdensome agreements; or (vii) make investments.

On July 1, 2015, the Credit Agreement was amended to revise the definition of "Consolidated EBITDA" to increase the allowance for acquisition and integration expenses related to our acquisition of URS.

On December 22, 2015, the Credit Agreement was amended to further revise the definition of "Consolidated EBITDA" by further increasing the allowance for acquisition and integration expenses related to the acquisition of URS and to allow for an internal corporate restructuring primarily involving our international subsidiaries.

On September 29, 2016, the Credit Agreement and the Security Agreement were amended to (i) lower the applicable interest rate margins for the term loan A and the revolving credit facilities, and lower the applicable letter of credit fees and commitment fees to the revised consolidated leverage levels; (ii) extend the term of the term loan A and the revolving credit facility to September 29, 2022; (iii) add a new delayed draw term loan A facility tranche in the amount of \$85.0 million; (iv) replace the then existing \$500 million performance letter of credit facility with a \$500 million basket to enter into secured letters of credit outside the Credit Agreement; and (v) revise covenants, including the Maximum Consolidated Leverage Ratio, so that the step down from a 5.00 to a 4.75 leverage ratio is effective as of March 31, 2017 as well as the investment basket for our ACAP business.

On March 31, 2017, the Credit Agreement was amended to (i) expand the ability of restricted subsidiaries to borrow under “Incremental Term Loans;” (ii) revise the definition of “Working Capital” as used in “Excess Cash Flow;” (iii) revise the definitions for “Consolidated EBITDA” and “Consolidated Funded Indebtedness” to reflect the expected gain and debt repayment of an AECOM Capital disposition, which disposition was completed on April 28, 2017; and (iv) amend provisions relating to our ability to undertake internal restructuring steps to accommodate changes in tax laws.

On March 31, 2018, the Credit Agreement was amended to (i) refinance the existing term loan A facility to include a \$500 million (US) term loan A facility with a term expiring on March 31, 2022 and a \$500 million CAD term loan A facility and a \$250 million AUD term loan A facility each with terms expiring on March 31, 2023; (ii) issue a new \$600 million term loan B facility to institutional investors with a term expiring on March 31, 2025; (iii) increase the capacity of our revolving credit facility from \$0.5 billion to \$3.5 billion and extend its term until March 31, 2023; (iv) reduce our interest rate borrowing costs as follows: (a) the term loan B facility, at our election, Base Rate (as defined in the Credit Agreement) plus 0.75% or Eurocurrency Rate (as defined in the Credit Agreement) plus 1.75%, (b) the (USD) term loan A facility, at our election, Base Rate plus 0.50% or Eurocurrency Rate plus 1.50%, and (c) the Canadian (CAD) term loan A facility, the Australian (AUD) term loan A facility, and the revolving credit facility, an initial rate of, at our election, Base Rate plus 0.75% or Eurocurrency Rate plus 1.75%, and after the end of our fiscal quarter ended June 30, 2018, Base Rate loans plus a margin ranging from 0.25% to 1.00% or Eurocurrency Rate plus a margin from 1.25% to 2.00%, based on the Consolidated Leverage Ratio (as defined in the Credit Agreement); and (v) revise covenants including increasing the amounts available under the restricted payment negative covenant and revising the Maximum Consolidated Leverage Ratio (as defined in the Credit Agreement) to include a 4.5 leverage ratio through September 30, 2019 after which the leverage ratio steps down to 4.0.

On November 3, 2018, the Credit Agreement was amended to revise the definition of “Consolidated EBITDA” to increase corporate restructuring allowances and provide for additional flexibility under the covenants for non-core asset dispositions, among other changes.

Under the Credit Agreement, we are subject to a maximum consolidated leverage ratio and minimum consolidated interest coverage ratio at the end of each fiscal quarter. Our Consolidated Leverage Ratio was 3.4 at September 30, 2019. Our Consolidated Interest Coverage Ratio was 4.9 at September 30, 2019. As of September 30, 2019, we were in compliance with the covenants of the Credit Agreement.

At September 30, 2019 and 2018, outstanding standby letters of credit totaled \$22.8 million and \$28.7 million, respectively, under our revolving credit facilities. As of September 30, 2019 and 2018, we had \$327.2 million and \$323.3 million, respectively, available under our revolving credit facility.

2014 Senior Notes

On October 6, 2014, we completed a private placement offering of \$800,000,000 aggregate principal amount of the unsecured 5.750% Senior Notes due 2022 (2022 Notes) and \$800,000,000 aggregate principal amount of the unsecured 5.875% Senior Notes due 2024 (the 2024 Notes and, together with the 2022 Notes, the 2014 Senior Notes). On November 2, 2015, we completed an exchange offer to exchange the unregistered 2014 Senior Notes for registered notes, as well as all related guarantees. On March 6, 2018, we redeemed all of the 2022 Notes at a redemption price that was 0.433% of the principal amount outstanding plus accrued and unpaid interest. The March 6, 2018 redemption resulted in a \$34.5 million prepayment premium, which was included in interest expense.

As of September 30, 2019, the estimated fair value of the 2024 Notes was approximately \$866.0 million. The estimated fair value of the 2024 Notes as of September 30, 2019 was derived by taking the mid point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2024 Notes.

At any time prior to July 5, 2024, we may redeem on one or more occasions all or part of the 2024 Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) a “make whole” premium as of the date of the redemption, plus any accrued and unpaid interest to the date of redemption. In addition, on or after July 5, 2024, the 2024 Notes may be redeemed at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption.

The indenture pursuant to which the 2024 Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide notices thereunder and provisions related to bankruptcy events. The indenture also contains customary negative covenants.

We were in compliance with the covenants relating to the 2024 Notes as of September 30, 2019.

2017 Senior Notes

On February 2, 2017, we completed a private placement offering of \$1,000,000,000 aggregate principal amount of our unsecured 5.25% Senior Notes due 2027 (the 2017 Senior Notes) and used the proceeds to immediately retire the remaining \$27.6 million outstanding on the then existing term loan B facility as well as repay \$600 million of the term loan A facility and \$250 million of the revolving credit facility under our Credit Agreement. On June 30, 2017, we completed an exchange offer to exchange the unregistered 2017 Senior Notes for registered notes, as well as related guarantees.

As of September 30, 2019, the estimated fair value of the 2017 Senior Notes was approximately \$104.3 million. The estimated fair value of the 2017 Senior Notes as of September 30, 2019 was derived by taking the mid point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2017 Senior Notes. Interest will be payable on the 2017 Senior Notes at a rate of 5.25% per annum. Interest on the 2017 Senior Notes is payable semi annually on March 5 and September 5 of each year, commencing on September 5, 2017. The 2017 Senior Notes will mature on March 5, 2027.

At any time and from time to time prior to December 5, 2026, we may redeem all or part of the 2017 Senior Notes, at a redemption price equal to 100% of their principal amount, plus a “make whole” premium as of the redemption date, and accrued and unpaid interest to the redemption date.

In addition, at any time and from time to time prior to March 5, 2020, we may redeem up to 35% of the original aggregate principal amount of the 2017 Senior Notes with the proceeds of one or more qualified equity offerings, at a redemption price equal to 105.25%, plus accrued and unpaid interest. Furthermore, at any time on or after December 5, 2026, we may redeem on one or more occasions all or part of the 2017 Senior Notes at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest.

The indenture pursuant to which the 2017 Senior Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide notices thereunder and provisions related to bankruptcy events. The indenture also contains customary negative covenants.

We were in compliance with the covenants relating to the 2017 Senior Notes as of September 30, 2019.

URS Senior Notes

In connection with the acquisition of URS on October 7, 2014, we assumed the URS 3.85% Senior Notes due 2017 (2017 URS Senior Notes) and the URS 5.00% Senior Notes due 2022 (2022 URS Senior Notes), totaling \$1.0 billion (URS Senior Notes). The URS acquisition triggered change in control provisions in the URS Senior Notes that allowed

the holders of the URS Senior Notes to redeem their URS Senior Notes at a cash price equal to 100% of the principal amount and, accordingly, we redeemed \$572.3 million of the URS Senior Notes on October 24, 2014. The remaining 2017 URS Senior Notes matured and were fully redeemed on April 3, 2017 for \$79.2 million using proceeds from a \$85 million delayed draw term loan A facility tranche under the Credit Agreement. The 2022 URS Senior Notes are general unsecured senior obligations of AECOM Global II, LLC as successor in interest to URS and are fully and unconditionally guaranteed on a joint and several basis by some former URS domestic subsidiary guarantors.

As of September 30, 2019, the estimated fair value of the 2022 URS Senior Notes was approximately \$256.0 million. The carrying value of the 2022 URS Senior Notes on our Consolidated Balance Sheets as of September 30, 2019 was \$248.1 million. The estimated fair value of the 2022 URS Senior Notes as of September 30, 2019 was derived by taking the mid point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2022 URS Senior Notes.

As of September 30, 2019, we were in compliance with the covenants relating to the 2022 URS Senior Notes.

Other Debt and Other Items

Other debt consists primarily of obligations under capital leases and loans, and unsecured credit facilities. Our unsecured credit facilities are primarily used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2019 and September 30, 2018, these outstanding standby letters of credit totaled \$470.9 million and \$486.4 million, respectively. As of September 30, 2019, we had \$473.2 million available under these unsecured credit facilities.

Effective Interest Rate

Our average effective interest rate on our total debt, including the effects of the interest rate swap agreements, during the years ended September 30, 2019, 2018 and 2017 was 4.8%, 4.6% and 4.6%, respectively.

Interest expense in the consolidated statement of operations included amortization of deferred debt issuance costs for the years ended September 30, 2019, 2018 and 2017 of \$0.7 million, \$0.8 million and \$0.5 million, respectively.

Other Commitments

We enter into various joint venture arrangements to provide architectural, engineering, program management, construction management and operations and maintenance services. The ownership percentage of these joint ventures is typically representative of the work to be performed or the amount of risk assumed by each joint venture partner. Some of these joint ventures are considered variable interest. We have consolidated all joint ventures for which we have control. For all others, our portion of the earnings is recorded in equity in earnings of joint ventures. See Note 6, Joint Ventures and Variable Interest Entities, in the notes to our consolidated financial statements.

Other than normal property and equipment additions and replacements, expenditures to further the implementation of our various information technology systems, commitments under our incentive compensation programs, amounts we may expend to repurchase stock under our stock repurchase program and acquisitions from time to time and disposition costs, we currently do not have any significant capital expenditures or outlays planned except as described below. However, if we acquire additional businesses in the future or if we embark on other capital intensive initiatives, additional working capital may be required.

Under our secured revolving credit facility and other facilities discussed in Other Debt and Other Items above, as of September 30, 2019, there was approximately \$493.7 million outstanding under standby letters of credit primarily issued in connection with general and professional liability insurance programs and for contract performance guarantees. For those projects for which we have issued a performance guarantee, if the project subsequently fails to meet guaranteed performance standards, we may either incur significant additional costs or be held responsible for the costs incurred by the client to achieve the required performance standards.

We recognized on our balance sheet the funded status of our pension benefit plans, measured as the difference between the fair value of plan assets and the projected benefit obligation. At September 30, 2009, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately \$483.9 million. The total amounts of employer contributions paid for the year ended September 30, 2009 were \$4.5 million for U.S. plans and \$28 million for non-U.S. plans. Funding requirements for each plan are determined based on the local laws of the country where such plan resides. In some countries, the funding requirements are mandatory while in other countries, they are discretionary. There is a required minimum contribution for one of our domestic plans; however, we may make additional discretionary contributions. In the future, such pension funding may increase or decrease depending on changes in the levels of interest rates, pension plan performance and other factors. In addition, we have collective bargaining agreements with unions that require us to contribute to various third party multiemployer pension plans that we do not control or manage. In addition, we have collective bargaining agreements with unions that require us to contribute various third party multiemployer plans that we do not control or manage. For the year ended September 30, 2009, we contributed \$52.3 million to multiemployer pension plans.

Commitments and Contingencies

We record amounts representing our probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. We rely in part on qualified actuaries to assist us in determining the level of reserves to establish for insurance related claims that are known and have been asserted against us, and for insurance related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to our claims administrators as of the respective balance sheet dates. We include any adjustments to such insurance reserves in our consolidated results of operations. Our reasonably possible loss disclosures are presented on a gross basis prior to the consideration of insurance recoveries. We do not record gain contingencies until they are realized. In the ordinary course of business, we may not be aware that we or our affiliates are under investigation and may not be aware of whether or not a known investigation has been concluded.

In the ordinary course of business, we may enter into various arrangements providing financial or performance assurance to clients, lenders, or partners. Such arrangements include standby letters of credit, surety bonds, and corporate guarantees to support the creditworthiness or the project execution commitments of our affiliates, partnerships and joint ventures. Performance arrangements typically have various expiration dates ranging from the completion of the project contract and extending beyond contract completion in some circumstances such as for warranties. We may also guarantee that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, we may incur additional costs, pay liquidated damages or be held responsible for the costs incurred by the client to achieve the required performance standards. The potential payment amount of an outstanding performance arrangement is typically the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) may be required to complete those activities.

At September 30, 2009 and 2008, we were contingently liable in the amount of approximately \$493.7 million and \$5.5 million, respectively, in issued standby letters of credit and \$4.8 billion and \$5.3 billion, respectively, in issued surety bonds primarily to support project execution.

In the ordinary course of business, we enter into various agreements providing financial or performance assurances to clients on behalf of certain unconsolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities.

Our investment adviser jointly manages, sponsors and owns equity interest in the AECOM Canyon Equity Fund, L.P. (the "Fund"), in which we have an ongoing capital commitment to fund investments. At September 30, 2009, we have capital commitments of \$35 million to the Fund over the next 10 years.

In addition, in connection with the investment activities of AECOM Capital and the Fund, we provide guarantees of contractual obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations and other lender required guarantees.

Department of Energy Deactivation, Demolition, and Removal Project

Washington Group International, an Ohio company, the former name of one of the Company's wholly owned subsidiaries (AECOM E&C) executed a cost reimbursable task order with the Department of Energy (DOE) in 2007 to provide deactivation, demolition and removal services at a New York State project site that, during 2010, experienced contamination and performance issues and remains uncompleted. In February 2011, AECOM E&C and the DOE executed a Task Order Modification that changed some cost reimbursable contract provisions to at risk. The Task Order Modification, including subsequent amendments, required the DOE to pay all project costs up to \$ 06 million, required AECOM E&C and the DOE to equally share in all project costs incurred from \$ 06 million to \$ 46 million, and required AECOM E&C to pay all project costs exceeding \$ 46 million.

Due to unanticipated requirements and permitting delays by federal and state agencies, as well as delays and related ground stabilization activities caused by Hurricane Irene in 2011, AECOM E&C has been required to perform work outside the scope of the Task Order Modification. In December 2014, AECOM E&C submitted claims against the DOE pursuant to the Contract Disputes Act seeking recovery of \$03 million including additional fees on changed work scope. AECOM E&C has incurred additional project costs outside the scope of the contract as a result of differing site and ground conditions and intends to submit additional formal claims against the DOE.

Due to significant delays and uncertainties about responsibilities for the scope of remaining work, final project completion costs and other associated costs have exceeded \$ 00 million over the contracted and claimed amounts. AECOM E&C assets and liabilities, including the value of the above costs and claims, were measured at their fair value on October 7, 2014, the date the Company acquired AECOM E&C's parent company, which measurement has been reevaluated to account for developments pertaining to this matter. Deconstruction and decommissioning activities are completed and site restoration activities are completed. AECOM E&C increased its receivable during the quarter ended September 30, 2019. Such amount is included in the significant claims discussed in Note 4, Revenue Recognition, to the financial statements included in this report.

AECOM E&C can provide no certainty that it will recover the claims submitted against the DOE in December 2014, any future claims or any other project costs after December 2014 that AECOM E&C may be obligated to incur, which could have a material adverse effect on the Company's results of operations.

SR-91

One of the Company's wholly owned subsidiaries, URS Corporation, a Nevada corporation, entered into a partial fixed cost and partial time and material design agreement in 2012 with a design build contractor for a state route highway construction project in Riverside County and Orange County, California. On April 1, 2017, URS Corporation filed an \$8.2 million amended complaint in the Superior Court of California against the design build contractor for its failure to pay for services performed under the design agreement. On July 3, 2017, the design build contractor filed an amended cross complaint against URS Corporation and the Company in Superior Court alleging breaches of contract, negligent interference and professional negligence pertaining to URS Corporation's performance of design services under the design agreement, seeking purported damages of \$70 million. On May 4, 2018, the design build contractor dismissed its claims for negligent interference. On May 24, 2018, URS Corporation filed an \$ 9 million second amended complaint in Superior Court against the design build contractor for its failure to pay for services performed under the design agreement. Jury trial commenced in Superior Court on July 1, 2019 and concluded on October 1, 2019. At the time of trial, URS was owed and claimed \$4.9 million against the design build contractor, while the contractor counterclaimed for \$03.7 million against URS Corporation and the Company. The jury issued a unanimous verdict awarding URS Corporation \$4.9 million and awarding the design build contractor \$2.7 million.

URS Corporation and AECOM cannot provide assurances that URS Corporation will be successful in the recovery of the amounts owed to it under the design agreement or in their defense against the amounts alleged under the cross complaint that they believe are without merit and that they intend to continue to vigorously defend against in any further proceedings. The potential range of loss in excess of any current accrual cannot be reasonably estimated at this time primarily because the matter involves complex factual and legal issues; there is uncertainty regarding damages, including due to liability of and payments, by third parties; and post trial proceedings are ongoing.

New York Department of Environmental Conservation

The following separate matters pertain to government environmental allegations against one of the Company's wholly owned subsidiaries, AECOM USA, Inc

- In September 20 7, AECOM USA, Inc was advised by the New York State Department of Environmental Conservation (DEC) of allegations that it committed environmental permit violations pursuant to the New York Environmental Conservation Law (ECL) associated with AECOM USA, Inc 's oversight of a stream restoration project for Schoharie County which could result in substantial penalties if calculated under the ECL's maximum civil penalty provisions AECOM USA, Inc disputes this claim and intends to continue to defend this matter vigorously; however, AECOM USA, Inc cannot provide assurances that it will be successful in these efforts The potential range of loss in excess of any current accrual cannot be reasonably estimated at this time primarily because the matter involves complex and unique environmental and regulatory issues; the project site involves the oversight and involvement of various local, state and federal government agencies; there is substantial uncertainty regarding any alleged damages; and the matter is in its preliminary stage of the government's claims and any negotiations of a consent order or other resolution
- In December 20 8, AECOM USA, Inc was advised by DEC of allegations that, during AECOM USA, Inc 's oversight of a remedial construction project in Poughkeepsie, New York, sheen escaped a containment boom line near the east bank of the Hudson River without proper notification to DEC and an unapproved dispersant was sprayed onto the Hudson River to control odors in violation of ECL AECOM USA, Inc denies these allegations but is working cooperatively with DEC to resolve the matter through a consent order

Refinery Turnaround Project

AECOM E&C entered into an agreement to perform turnaround maintenance services during a planned shutdown at a refinery in Montana in December 20 7 The turnaround project was completed in February 20 9 Due to circumstances outside of AECOM E&C's control, including client directed changes and delays and the refinery's condition, AECOM E&C performed additional work outside of the contract over \$90 million and is entitled to payment from the refinery owner of approximately \$ 44 million In March 20 9, the refinery owner sent a letter to AECOM E&C alleging it incurred approximately \$79 million in damages due to AECOM E&C's project performance In April 20 9, AECOM E&C filed and perfected a \$ 32 million construction lien against the refinery owner for unpaid labor and materials costs In August 20 9, following a subcontractor complaint filed in the Thirteen Judicial District Court of Montana asserting claims against the refinery owner and AECOM E&C, the refinery owner crossclaimed against AECOM E&C and the subcontractor In October 20 9, following the subcontractor's dismissal of its claims, AECOM E&C removed the matter to federal court and cross claimed against the refinery owner The Company's receivable relating to this claim is included within the significant claims discussed in Note 4, Revenue Recognition, to the financial statements included in this report

AECOM E&C intends to vigorously prosecute and defend this matter; however, AECOM E&C cannot provide assurance that it will be successful in these efforts The resolution of this matter and any potential range of loss cannot be reasonably determined or estimated at this time, primarily because the matter raises complex legal issues that AECOM E&C is continuing to assess

Contractual Obligations and Commitments

The following summarizes our contractual obligations and commercial commitments as of September 30, 2019:

<u>Contractual Obligations and Commitments</u>	<u>Total</u>	<u>Less than One Year</u>	<u>One to Three Years</u>	<u>Three to Five Years</u>	<u>More than Five Years</u>
			(in millions)		
Debt	\$ 3,439	\$ 72	\$ 533.6	\$ 466.3	\$ 2,322.0
Interest on debt	987.8	20.7	379.7	267.0	39.4
Operating leases	,242.4	236.2	364.3	236	405.8
Pension funding obligations ⁽¹⁾	4.3	4.3			
Total contractual obligations and commitments	<u>\$ 5,706</u>	<u>\$ 596.4</u>	<u>\$ 1,277.6</u>	<u>\$ 969.4</u>	<u>\$ 2,867.2</u>

(1) Represents expected fiscal 2020 contributions to fund our defined benefit pension and other postretirement plans. Contributions beyond one year have not been included as amounts are not determinable.

New Accounting Pronouncements and Changes in Accounting

In May 2014, the Financial Accounting Standards Board (FASB) issued new accounting guidance which amended the existing accounting standards for revenue recognition. The new accounting guidance establishes principles for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The Company adopted the new standard on October 1, 2018, using the modified retrospective method, which resulted in an adjustment to retained earnings of \$7.0 million, net of tax. Detailed disclosures regarding the adoption and other required disclosures can be found in Note 4.

In February 2016, the FASB issued new accounting guidance which changes accounting requirements for leases. The new guidance requires lessees to recognize the assets and liabilities arising from all leases, including those classified as operating leases under previous accounting guidance, on the balance sheet. It also requires disclosure of key information about leasing arrangements to increase transparency and comparability among organizations. The new guidance will be effective for the Company's fiscal year beginning October 1, 2019 with early adoption permitted. The new guidance must be adopted using a modified retrospective transition approach and provides for some practical expedients. The Company will apply the guidance of the new standard as of the date of adoption, and will not recast prior periods. While the Company expects to expand its current disclosures as a result of adopting the new standard, it does not expect adoption to have a material impact on the consolidated results of operations. The Company expects to record approximately \$0.7 billion of leased assets and \$0.0 billion of lease liabilities related to its operating leases and an adjustment to retained earnings of \$0.0 billion related to transition upon adoption.

In June 2016, the FASB issued a new credit loss standard that changes the impairment model for most financial assets and some other instruments. The new guidance will replace the current "incurred loss" approach with an "expected loss" model for instruments measured at amortized cost. It also simplifies the accounting model for purchased credit impaired debt securities and loans. The guidance will be effective for the Company's fiscal year starting October 1, 2020. The Company is currently evaluating the impact that the new guidance will have on its consolidated financial statements.

In August 2016, the FASB issued new accounting guidance clarifying how entities should classify cash receipts and cash payments on the statement of cash flows. The new guidance also clarifies how the predominance principle should be applied when cash receipts and cash payments have aspects of more than one class of cash flows. The Company adopted the new standard on October 1, 2018 and the adoption of the standard did not have a material impact on its statement of cash flows.

In October 2016, the FASB issued additional guidance regarding accounting for intra entity transfers of assets other than inventory. The new guidance will require companies to account for the income tax consequences of intra entity transfers of assets other than inventory in the period the transfer occurs. The Company adopted this guidance on October 1, 2018, and the adoption resulted in a \$5.5 million reduction to other non-current assets and retained earnings.

In January 2007, the FASB issued new accounting guidance that changes the definition of a business to assist companies with evaluating when a set of transferred assets and activities is a business. This guidance requires the buyer to evaluate if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of assets. The Company elected to adopt this guidance on July 1, 2008 and the adoption of this guidance did not have a material impact on the Company's consolidated financial statements.

In January 2007, the FASB issued new accounting guidance to simplify the test for goodwill impairment. This guidance eliminates step two from the goodwill impairment test. Under the new guidance, an entity should recognize an impairment charge for the amount by which the carrying amount of a reporting unit exceeds its fair value. However, the loss recognized should not exceed the total amount of goodwill allocated to the reporting unit. The Company early adopted the new guidance on January 1, 2008 and the adoption of this guidance did not have a material impact on the Company's consolidated financial statements.

In March 2007, the FASB issued new guidance on how employers that sponsor defined benefit pension or other postretirement benefit plans present the net periodic benefit cost in the income statement. Under the new guidance, employers will present the service cost component of net periodic benefit cost in the same income statement line items as other employee compensation costs. The new guidance was effective for the Company on October 1, 2008. Adoption of the new guidance did not have a material impact on the Company's consolidated financial statements.

In August 2007, the FASB issued new accounting guidance on derivatives and hedging. This guidance better aligns an entity's risk management activities and financial reporting for hedging relationships through change to both the designation and measurement guidance for qualifying hedging relationships and the presentation of hedging results. The Company early adopted the guidance on January 1, 2008 and the adoption of this guidance did not have a material impact on the Company's consolidated financial statements.

Off-Balance Sheet Arrangements

We enter into various joint venture arrangements to provide architectural, engineering, program management, construction management and operations and maintenance services. The ownership percentage of these joint ventures is typically representative of the work to be performed or the amount of risk assumed by each joint venture partner. Some of these joint ventures are considered variable interest entities. We have consolidated all joint ventures for which we have control. For all others, our portion of the earnings are recorded in equity in earnings of joint ventures. See Note 6 in the notes to our consolidated financial statements. We do not believe that we have any off balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that would be material to investors.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Financial Market Risks

We are exposed to market risk, primarily related to foreign currency exchange rates and interest rate exposure of our debt obligations that bear interest based on floating rates. We actively monitor these exposures. Our objective is to reduce, where we deem appropriate to do so, fluctuations in earnings and cash flows associated with changes in foreign exchange rates and interest rates. In order to accomplish this objective, we sometimes enter into derivative financial instruments, such as forward contracts and interest rate hedge contracts. It is our policy and practice to use derivative financial instruments only to the extent necessary to manage our exposures. We do not use derivative financial instruments for trading purposes.

Foreign Exchange Rates

We are exposed to foreign currency exchange rate risk resulting from our operations outside of the U.S. We use foreign currency forward contracts from time to time to mitigate foreign currency risk. We limit exposure to foreign currency fluctuations in most of our contracts through provisions that require client payments in currencies corresponding

to the currency in which costs are incurred. As a result of this natural hedge, we generally do not need to hedge foreign currency cash flows for contract work performed. The functional currency of our significant foreign operations is the respective local currency.

Interest Rates

Our Credit Agreement and certain other debt obligations are subject to variable rate interest which could be adversely affected by an increase in interest rates. As of September 30, 2009 and 2008, we had \$, 822 million and \$,433.8 million, respectively, in outstanding borrowings under our term credit agreements and our revolving credit facility. Interest on amounts borrowed under these agreements is subject to adjustment based on specified levels of financial performance. The applicable margin that is added to the borrowing's base rate can range from 0.25% to 2.00%. For the year ended September 30, 2009, our weighted average floating rate borrowings were \$2,636 million, or \$,524 million excluding borrowings with effective fixed interest rates due to interest rate swap agreements. If short term floating interest rates had increased by 100%, our interest expense for the year ended September 30, 2009 would have increased by \$ 52 million. We invest our cash in a variety of financial instruments, consisting principally of money market securities or other highly liquid, short term securities that are subject to minimal credit and market risk.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

AECOM
Index to Consolidated Financial Statements
September 30, 2019

Audited Annual Consolidated Financial Statements	69
Reports of Independent Registered Public Accounting Firm	73
Consolidated Balance Sheets at September 30, 20 9 and 20 8	74
Consolidated Statements of Operations for the Years Ended September 30, 20 9, 20 8 and 20 7	75
Consolidated Statements of Comprehensive (loss) Income for the Years Ended September 30, 20 9, 20 8, and 20 7	76
Consolidated Statements of Stockholders' Equity for the Years Ended September 30, 20 9, 20 8, and 20 7	77
Consolidated Statements of Cash Flows for the Years Ended September 30, 20 9, 20 8, and 20 7	78
Notes to Consolidated Financial Statements	

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of AECOM

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of AECOM (the "Company") as of September 30, 2019 and 2018, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the three years in the period ended September 30, 2019, and the related notes and financial statement schedule listed in the Index at Item 5(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at September 30, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended September 30, 2019, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of September 30, 2019, based on criteria established in Internal Control Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated November 3, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial

statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate

Revenue Recognition - Contract cost and claim recovery estimates

Description of the Matter For the year ended September 30, 2019, contract revenues recognized by the Company were \$20.2 billion. Contract revenues include \$5.8 billion which relate to fixed price contracts. As described in Note 4 of the consolidated financial statements, the Company generally recognizes revenues for these contracts over time as performance obligations are satisfied. The Company generally measures its progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. In addition, the Company's estimate of transaction price includes variable consideration associated with claims only to the extent that a significant reversal would not be probable.

Recognition of revenue and profit over time as performance obligations are satisfied for long term fixed price contracts is highly judgmental as it requires the Company to prepare estimates of total contract revenue and total contract costs, including costs to complete in process contracts. These estimates are dependent upon a number of factors, including the accuracy of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates.

As of September 30, 2019, significant claims amounted to approximately \$340 million and were included as contract assets and other non-current assets on the consolidated balance sheet. Revenue recognition relating to claims is highly judgmental as the amount has been disputed by the customer and it requires the Company to prepare estimates of amounts expected to be recovered. Changes in recovery estimates can have a material effect on the amount of revenue recognized.

Auditing contract revenue recognition is complex and highly judgmental due to the variability and uncertainty associated with estimating the costs to complete and amounts expected to be recovered from claims. Changes in these estimates would have a significant effect on the amount of contract revenue recognized.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls that address the risk of material misstatement of contract revenue including those associated with cost to complete estimates for long term fixed price contracts and estimates of amounts expected to be recovered from claims. For example, we tested controls over the Company's review of estimated direct and indirect costs to be incurred and estimates of claim recovery amounts.

To evaluate the Company's determination of estimated costs to complete, we selected a sample of contracts and, among other things, inspected the executed contracts including any significant amendments; conducted interviews with and inspected questionnaires prepared by project personnel; tested key components of the cost to complete estimates, including materials, labor, and subcontractors costs; reviewed support for estimates of project contingencies; compared actual project margins to historical and expected results; and recalculated revenues recognized.

To test revenue recognized relating to claims, we selected a sample of projects and evaluated the estimates made by management by reviewing documentation from management's specialists and external counsel to support the amount of the claim. We also tested management's estimation process by performing a lookback analysis to evaluate claims settled in the current year compared to management's prior year estimates.

Valuation of goodwill

Description of the Matter

As of September 30, 2019, the Company's goodwill was \$5.3 billion. As discussed in Note 3 of the consolidated financial statements, in the fourth quarter of each fiscal year, the Company performs an annual goodwill impairment test for each reporting unit, and between annual tests if events occur or circumstances change which suggest that goodwill should be evaluated. As further discussed in Note 3, in the fourth quarter of fiscal year 2019, the Company recorded a \$588.0 million goodwill impairment in one of its reporting units within its Construction Services segment.

Auditing management's annual goodwill impairment test is complex and highly judgmental due to the significant estimates required to determine the fair value of the reporting units. These fair value estimates are affected by significant assumptions including revenue growth rate, profitability, weighted average cost of capital, and terminal values, which reflect management's expectations about future market or economic conditions.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the Company's goodwill impairment review process including management's review of the significant assumptions used to determine the fair value of the reporting units.

To test the estimated fair value of its reporting units, with the support of a valuation specialist, we performed audit procedures that included, among others, assessing fair value methodologies and testing the significant assumptions discussed above and the underlying data used by the Company in its analysis. We compared the significant assumptions used by management to current industry and economic trends, historical operating results, contract backlog, changes to the Company's business operations and other relevant factors. We performed a lookback analysis to evaluate the accuracy of management's prior year revenue and profitability estimates. We performed sensitivity analyses of significant assumptions to evaluate the changes in the fair value of the reporting units that would result from changes in the assumptions. We also tested the reconciliation of the fair value of the reporting units to the market capitalization of the Company.

/s/ ERNST & YOUNG LLP

We have served as the Company's auditor since 1990.

Los Angeles, CA
November 3, 2019

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of AECOM

Opinion on Internal Control over Financial Reporting

We have audited AECOM's (the "Company") internal control over financial reporting as of September 30, 2009, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2003 framework) (the "COSO criteria"). In our opinion, AECOM maintained, in all material respects, effective internal control over financial reporting as of September 30, 2009, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the 2009 consolidated financial statements of the Company and our report dated November 3, 2009 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Los Angeles, California
November 3, 2009

AECOM

Consolidated Balance Sheets (in thousands, except share data)

	September 30, 2019	September 30, 2018
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 834,835	\$ 642,168
Cash in consolidated operations	245,519	244,565
Total cash and cash equivalents	1,080,354	886,733
Accounts receivable	3,517,072	3,307,851
Contract assets	2,260,580	2,160,970
Prepaid expenses and other current assets	627,550	585,152
Current assets held for sale		59,800
Income taxes receivable	49,089	126,816
TOTAL CURRENT ASSETS	7,534,645	7,127,322
PROPERTY AND EQUIPMENT - NET	559,399	614,062
DEFERRED TAX ASSETS - NET	245,331	159,396
INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES	405,225	310,661
GOODWILL	5,275,281	5,921,116
INTANGIBLE ASSETS - NET	233,018	319,892
OTHER NON-CURRENT ASSETS	208,692	228,682
TOTAL ASSETS	\$ 14,461,591	\$ 14,681,131
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Short-term debt	\$ 47,835	\$ 8,353
Accounts payable	2,954,719	2,726,047
Accrued expenses and other current liabilities	2,390,418	2,267,046
Income taxes payable	59,541	39,802
Contract liabilities	939,891	931,431
Current liabilities held for sale		22,300
Current portion of long-term debt	69,350	134,698
TOTAL CURRENT LIABILITIES	6,461,754	6,129,677
OTHER LONG-TERM LIABILITIES	304,606	329,457
DEFERRED TAX LIABILITY-NET	4,292	47,273
PENSION BENEFIT OBLIGATIONS	505,834	412,604
LONG-TERM DEBT	3,285,755	3,483,746
TOTAL LIABILITIES	10,562,241	10,402,757
COMMITMENTS AND CONTINGENCIES (Note 18)		
AECOM STOCKHOLDERS' EQUITY		
Common stock authorized, 300,000,000 shares of \$0.01 par value as of September 30, 2019 and 2018		
Issued and outstanding 157,482,983 and 156,983,356 shares as of September 30, 2019 and 2018, respectively	1,575	1,570
Additional paid-in capital	3,953,650	3,846,392
Accumulated other comprehensive loss	(864,197)	(703,330)
Retained earnings	599,548	948,148
TOTAL AECOM STOCKHOLDERS' EQUITY	3,690,576	4,092,780
Noncontrolling interests	208,774	185,594
TOTAL STOCKHOLDERS' EQUITY	3,899,350	4,278,374
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 14,461,591	\$ 14,681,131

See accompanying Notes to Consolidated Financial Statements

AECOM

Consolidated Statements of Operations
(in thousands, except per share data)

	Fiscal Year Ended		
	September 30, 2019	September 30, 2018	September 30, 2017
Revenue	\$ 20,73,329	\$ 20,55,512	\$ 8,203,402
Cost of revenue	9,359,884	9,504,863	7,599,682
Gross profit	8,344,5	650,649	683,720
Equity in earnings of joint ventures	80,990	8,33	4,582
General and administrative expenses	(48,23)	(35,787)	(33,309)
Restructuring costs	(95,446)		
(Loss) gain on disposal activities	(0,38)	(2,949)	572
Impairment of long lived assets, including goodwill	(6,5400)	(68,78)	
Acquisition and integration expenses			(38,709)
Income from operations	25,085	424,868	653,856
Other income	6,789	20,35	6,636
Interest expense	(225,994)	(267,59)	(23,30)
(Loss) income before income tax (benefit) expense	(84,20)	77,484	429,82
Income tax (benefit) expense	(30)	(9,643)	7,706
Net (loss) income	(83,990)	97,27	42,476
Noncontrolling interests in income of consolidated subsidiaries, net of tax	(77,060)	(60,659)	(82,086)
Net (loss) income attributable to AECOM	<u>\$ (26,050)</u>	<u>\$ 36,468</u>	<u>\$ 339,390</u>
Net (loss) income attributable to AECOM per share:			
Basic	\$ (66)	\$ 0.86	\$ 2.8
Diluted	\$ (66)	\$ 0.84	\$ 2.3
Weighted average shares outstanding:			
Basic	57,044	59,0	55,728
Diluted	57,044	62,26	59,35

See accompanying Notes to Consolidated Financial Statements

AECOM

Consolidated Statements of Comprehensive (Loss) Income
(in thousands)

	Fiscal Year Ended		
	September 30, 2019	September 30, 2018	September 30, 2017
Net (loss) income	\$ (83,990)	\$ 97, 27	\$ 42 ,476
Other comprehensive (loss) income, net of tax:			
Net unrealized (loss) gain on derivatives, net of tax	(3,972)	,693	4,605
Foreign currency translation adjustments	(46,628)	(82,7 7)	65,389
Pension adjustments, net of tax	(00,367)	79,523	87,06
Other comprehensive (loss) income, net of tax	(60,967)	(,50)	57,055
Comprehensive (loss) income, net of tax	(344,957)	95,626	578,53
Noncontrolling interests in comprehensive income of consolidated subsidiaries, net of tax	(76,960)	(6 ,827)	(82,220)
Comprehensive (loss) income attributable to AECOM, net of tax	\$ (42 ,9 7)	\$ 33,799	\$ 496,3

See accompanying Notes to Consolidated Financial Statements

AECOM

Consolidated Statements of Stockholders' Equity (in thousands)

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total AECOM Stockholders' Equity	Non- Controlling Interests	Total Stockholder's Equity
BA ANC AT S PT MB R 30, 2016	1,539	3,60,519	(857,582)	618,5	3,366,921	185,568	3,552,89
Net income				339,390	339,390	82,086	21,76
Cumulative effect of accounting standard adoption				3,805	3,805		3,805
Other comprehensive income			156,921		156,921	13	157,055
Issuance of stock	1	66,62			66,665		66,665
Repurchases of stock	(7)	(25,071)			(25,078)		(25,078)
Proceeds from exercise of options	2	,876			,878		,878
Stock based compensation		83,77			83,77		83,77
Acquisition of noncontrolling interests		(1,150)			(1,150)		(1,150)
Other transactions with noncontrolling interests						9,808	9,808
Contributions from noncontrolling interests						2,282	2,282
Distributions to noncontrolling interests						(61,318)	(61,318)
BA ANC AT S PT MB R 30, 2017	1,575	3,733,572	(700,661)	961,60	3,996,126	218,560	21,686
Net income				136,68	136,68	60,659	197,127
Other comprehensive loss			(2,669)		(2,669)	1,168	(1,501)
Issuance of stock	2	68,069			68,111		68,111
Repurchases of stock under stock repurchase program	(0)			(1,960)	(150,000)		(150,000)
Repurchases of stock	(8)	(31,093)			(31,101)		(31,101)
Proceeds from exercise of options	1	2,79			2,750		2,750
Stock based compensation		73,095			73,095		73,095
Other transactions with noncontrolling interests						(5,012)	(5,012)
Contributions from noncontrolling interests						7,729	7,729
Distributions to noncontrolling interests						(97,510)	(97,510)
BA ANC AT S PT MB R 30, 2018	1,570	3,86,392	(703,330)	98,18	,092,780	185,59	,278,37
Net loss				(261,050)	(261,050)	77,060	(183,990)
Cumulative effect of accounting standard adoption				(12,52)	(12,52)		(12,52)
Other comprehensive loss			(160,867)		(160,867)	(100)	(160,967)
Issuance of stock		66,517			66,561		66,561
Repurchases of stock	(39)	(23,071)		(75,098)	(98,208)		(98,208)
Stock based compensation		63,812			63,812		63,812
Other transactions with noncontrolling interests						16,208	16,208
Contributions from noncontrolling interests						5,069	5,069
Distributions to noncontrolling interests						(75,057)	(75,057)
BA ANC AT S PT MB R 30, 2019	\$ 1,575	\$ 3,953,650	\$ (86,197)	\$ 599,58	\$ 3,690,576	\$ 208,77	\$ 3,899,350

See accompanying Notes to Consolidated Financial Statements

AECOM

Consolidated Statements of Cash Flows (in thousands)

	Fiscal Year Ended		
	September 0 2019	September 0 2018	September 0 2017
CASH FLOWS FROM OPERATING ACTIVITIES			
Net (loss) income	\$ (183,990)	\$ 197,127	\$ 21, 76
Adjustments to reconcile net (loss) income to net cash provided by operating activities			
Depreciation and amortization	261,185	267,570	278,631
Equity earnings of unconsolidated ventures	(80,990)	(81,133)	(1 1,582)
Distribution of earnings from unconsolidated ventures	65,95	118,712	137,031
Non cash stock compensation	63,812	73,095	83,77
Prepayment premium on redemption of unsecured senior notes		3 ,50	
Impairment of long-lived assets, including goodwill	615, 00	168,178	
Foreign currency translation	(19,099)	(8,270)	6,007
Write-off of debt issuance costs		7,0 8	
Deferred income tax (benefit) expense	(98,015)	36,7 6	(9,856)
Loss (gain) on disposal of assets	10,381	2,9 9	(572)
Other	5,899	(72)	(15,062)
Changes in operating assets and liabilities, net of effects of acquisitions			
Accounts receivable and contract assets	(316, 87)	(381,787)	(32,769)
Prepaid expenses and other assets	(16,576)	(75,980)	(21,780)
Accounts payable	251, 10	7 ,950	292, 96
Accrued expenses and other current liabilities	239,781	16,8 8	(53,126)
Contract liabilities	7,559	2,729	23 ,116
Other long-term liabilities	(8,399)	(39,887)	(68,71)
Income taxes payable	19,791	1,626	26,58
Net cash provided by operating activities	777,616	77 ,553	696,65
CASH FLOWS FROM INVESTING ACTIVITIES			
Payments for business acquisitions, net of cash acquired			(103,075)
Proceeds from purchase price adjustment on business acquisition		2,203	
Cash acquired from consolidation of venture		7,630	
Proceeds from disposal of businesses, net of cash disposed	6, 90	19,537	2,200
Investment in unconsolidated ventures	(1 1,769)	(91,030)	(59,68)
Return of investment in unconsolidated ventures	22,750	105,769	35, 07
Proceeds from sale of investments	12,365	7,17	900
Payments for purchase of investments	(3,223)	(23, 92)	
Proceeds from disposal of property and equipment	17,291	26, 01	7,895
Payments for capital expenditures	(100,66)	(113,279)	(86,35)
Net cash used in investing activities	(1 6,760)	(59,087)	(202,711)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from borrowings under credit agreements	7,700,77	8,529,01	5,953,2 9
Repayments of borrowings under credit agreements	(7,98 ,62)	(8,0 0,262)	(7,071,602)
Issuance of unsecured senior notes			1,000,000
Redemption of unsecured senior notes		(800,000)	(179,208)
Prepayment premium on redemption of unsecured senior notes		(3 ,50)	
Cash paid for debt issuance costs		(12,181)	(13,0 1)
Proceeds from issuance of common stock	30, 8	35,233	30,093
Proceeds from exercise of stock options		2,750	,878
Payments to repurchase common stock	(98,208)	(179, 66)	(25,078)
Net distribution to noncontrolling interests	(69,988)	(89,781)	(59,036)
Other financing activities	(11,681)	(35,671)	(26,7 5)
Net cash used in financing activities	(33,279)	(62 ,868)	(386, 90)
NET INCREASE (DECREASE) IN CASH	(3,956)	(6,227)	2,76
CASH AND CASH EQUIVALENTS	193,621	8 ,371	110,217
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	886,733	802,362	692,1 5
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 1,080,35	\$ 886,733	\$ 802,362
SUPPLEMENTAL CASH FLOW INFORMATION			
Common stock issued in acquisitions	\$	\$	\$ 36,611
Debt assumed from acquisitions	\$	\$	\$ 31,353
Interest paid	\$ (222,263)	\$ (271,8 2)	\$ (226,090)
Net income taxes refund received (taxes paid)	\$ 2,500	\$ (0,589)	\$ (11,5 0)

See accompanying Notes to Consolidated Financial Statements

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Significant Accounting Policies

Organization AECOM and its consolidated subsidiaries provide planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government. The Company also provides construction services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas. In addition, the Company provides program and facilities management and maintenance, training, logistics, consulting, technical assistance, and systems integration and information technology services, primarily for agencies of the U.S. government and also for national governments around the world.

Fiscal Year The Company reports results of operations based on 52 or 53 week periods ending on the Friday nearest September 30. For clarity of presentation, all periods are presented as if the year ended on September 30. Fiscal years 2009, 2008 and 2007 each contained 52 weeks and ended on September 27, September 28, and September 29, respectively.

Use of Estimates The preparation of financial statements in conformity with accounting principles generally accepted in the United States (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The more significant estimates affecting amounts reported in the consolidated financial statements relate to revenues under long term contracts and self insurance accruals. Actual results could differ from those estimates.

Principles of Consolidation and Presentation The consolidated financial statements include the accounts of all majority owned subsidiaries and joint ventures in which the Company is the primary beneficiary. All inter company accounts have been eliminated in consolidation. Also see Note 6 regarding joint ventures and variable interest entities.

Government Contract Matters The Company's federal government and certain state and local agency contracts are subject to, among other regulations, regulations issued under the Federal Acquisition Regulations (FAR). These regulations can limit the recovery of certain specified indirect costs on contracts and subjects the Company to ongoing multiple audits by government agencies such as the Defense Contract Audit Agency (DCAA). In addition, most of the Company's federal and state and local contracts are subject to termination at the discretion of the client.

Audits by the DCAA and other agencies consist of reviews of the Company's overhead rates, operating systems and cost proposals to ensure that the Company accounted for such costs in accordance with the Cost Accounting Standards of the FAR (CAS). If the DCAA determines the Company has not accounted for such costs consistent with CAS, the DCAA may disallow these costs. There can be no assurance that audits by the DCAA or other governmental agencies will not result in material cost disallowances in the future.

Cash and Cash Equivalents The Company's cash equivalents include highly liquid investments which have an initial maturity of three months or less.

Allowance for Doubtful Accounts The Company records its accounts receivable net of an allowance for doubtful accounts. This allowance for doubtful accounts is estimated based on management's evaluation of the contracts involved and the financial condition of its clients. The factors the Company considers in its contract evaluations include, but are not limited to:

- Client type - federal or state and local government or commercial client;
- Historical contract performance;

- Historical collection and delinquency trends;
- Client credit worthiness; and
- General economic conditions

Derivative Financial Instruments The Company accounts for its derivative instruments as either assets or liabilities and carries them at fair value

For derivative instruments that hedge the exposure to variability in expected future cash flows that are designated as cash flow hedges, the effective portion of the gain or loss on the derivative instrument is reported as a component of accumulated other comprehensive income in stockholders' equity and reclassified into income in the same period or periods during which the hedged transaction affects earnings. The ineffective portion of the gain or loss on the derivative instrument, if any, is recognized in current income. To receive hedge accounting treatment, cash flow hedges must be highly effective in offsetting changes to expected future cash flows on hedged transactions.

The net gain or loss on the effective portion of a derivative instrument that is designated as an economic hedge of the foreign currency translation exposure generated by the re measurement of certain assets and liabilities denominated in a non functional currency in a foreign operation is reported in the same manner as a foreign currency translation adjustment. Accordingly, any gains or losses related to these derivative instruments are recognized in current income.

Derivatives that do not qualify as hedges are adjusted to fair value through current income.

Fair Value of Financial Instruments The Company determines the fair values of its financial instruments, including short term investments, debt instruments and derivative instruments, and pension and post retirement plan assets based on inputs or assumptions that market participants would use in pricing an asset or a liability. The Company categorizes its instruments using a valuation hierarchy for disclosure of the inputs used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows: Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument; Level 3 inputs are unobservable inputs based on the Company's assumptions used to measure assets and liabilities at fair value. The classification of a financial asset or liability within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The carrying amounts of cash and cash equivalents, accounts receivable and accounts payable approximate fair value because of the short maturities of these instruments. The carrying amount of the revolving credit facility approximates fair value because the interest rates are based upon variable reference rates.

The Company's fair value measurement methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Although the Company believes its valuation methods are appropriate and consistent with those used by other market participants, the use of different methodologies or assumptions to determine fair value could result in a different fair value measurement at the reporting date.

Property and Equipment Property and equipment are recorded at cost and are depreciated over their estimated useful lives using the straight line method. Expenditures for maintenance and repairs are expensed as incurred. Typically, estimated useful lives range from ten to forty five years for buildings, three to ten years for furniture and fixtures and three to twelve years for computer systems and equipment. Leasehold improvements are amortized on a straight line basis over the shorter of their estimated useful lives or the remaining terms of the underlying lease agreement.

Long-Lived Assets Long lived assets to be held and used are reviewed for impairment whenever events or circumstances indicate that the assets may not be recoverable. The carrying amount of an asset to be held and used is not recoverable if it exceeds the sum of the undiscounted cash flows expected from the use and eventual disposition of the asset. For assets to be held and used, impairment losses are recognized based upon the excess of the asset's carrying

amount over the fair value of the asset. For long lived assets to be disposed, impairment losses are recognized at the lower of the carrying amount or fair value less cost to sell.

Goodwill and Acquired Intangible Assets Goodwill represents the excess of amounts paid over the fair value of net assets acquired from an acquisition. In order to determine the amount of goodwill resulting from an acquisition, the Company performs an assessment to determine the value of the acquired company's tangible and identifiable intangible assets and liabilities. In its assessment, the Company determines whether identifiable intangible assets exist, which typically include backlog and customer relationships. Intangible assets are amortized over the period in which the contractual or economic benefits of the intangible assets are expected to be realized.

The Company tests goodwill for impairment annually for each reporting unit in the fourth quarter of the fiscal year and between annual tests, if events occur or circumstances change which suggest that goodwill should be evaluated. Such events or circumstances include significant changes in legal factors and business climate, recent losses at a reporting unit, and industry trends, among other factors. A reporting unit is defined as an operating segment or one level below an operating segment. The Company's impairment tests are performed at the operating segment level as they represent the Company's reporting units.

During the impairment test, the Company estimates the fair value of the reporting unit using income and market approaches, and compares that amount to the carrying value of that reporting unit. In the event the fair value of the reporting unit is determined to be less than the carrying value, goodwill is impaired, and an impairment loss is recognized equal to the excess, limited to the total amount of goodwill allocated to the reporting unit. See also Note 3.

Pension Plans The Company has certain defined benefit pension plans. The Company calculates the market related value of assets, which is used to determine the return on assets component of annual pension expense and the cumulative net unrecognized gain or loss subject to amortization. This calculation reflects the Company's anticipated long term rate of return and amortization of the difference between the actual return (including capital, dividends, and interest) and the expected return over a five year period. Cumulative net unrecognized gains or losses that exceed 0% of the greater of the projected benefit obligation or the fair market related value of plan assets are subject to amortization.

Insurance Reserves The Company maintains insurance for certain insurable business risks. Insurance coverage contains various retention and deductible amounts for which the Company accrues a liability based upon reported claims and an actuarially determined estimated liability for certain claims incurred but not reported. It is generally the Company's policy not to accrue for any potential legal expense to be incurred in defending the Company's position. The Company believes that its accruals for estimated liabilities associated with professional and other liabilities are sufficient and any excess liability beyond the accrual is not expected to have a material adverse effect on the Company's results of operations or financial position.

Foreign Currency Translation The Company's functional currency is generally the US dollar, except for foreign operations where the functional currency is generally the local currency. Results of operations for foreign entities are translated to US dollars using the average exchange rates during the period. Assets and liabilities for foreign entities are translated using the exchange rates in effect as of the date of the balance sheet. Resulting translation adjustments are recorded as a foreign currency translation adjustment into other accumulated comprehensive income/(loss) in stockholders' equity.

The Company uses foreign currency forward contracts from time to time to mitigate foreign currency risk. The Company limits exposure to foreign currency fluctuations in most of its contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, the Company generally does not need to hedge foreign currency cash flows for contract work performed.

Noncontrolling Interests Noncontrolling interests represent the equity investments of the minority owners in the Company's joint ventures and other subsidiary entities that the Company consolidates in its financial statements.

Income Taxes The Company files a consolidated US federal corporate income tax return and combined / consolidated state tax returns and separate company state tax returns. The Company accounts for certain income and

expense items differently for financial reporting and income tax purposes. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax basis of assets and liabilities, applying enacted statutory tax rates in effect for the year in which the differences are expected to reverse. In determining the need for a valuation allowance, management reviews both positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry back years if carry back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Based upon management's assessment of all available evidence, the Company has concluded that it is more likely than not that the deferred tax assets, net of valuation allowance, will be realized.

2. New Accounting Pronouncements and Changes in Accounting

In May 2014, the Financial Accounting Standards Board (FASB) issued new accounting guidance which amended the existing accounting standards for revenue recognition. The new accounting guidance establishes principles for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The Company adopted the new standard on October 1, 2018, using the modified retrospective method, which resulted in an adjustment to retained earnings of \$7.0 million, net of tax. Detailed disclosures regarding the adoption and other required disclosures can be found in Note 4.

In February 2016, the FASB issued new accounting guidance which changes accounting requirements for leases. The new guidance requires lessees to recognize the assets and liabilities arising from all leases, including those classified as operating leases under previous accounting guidance, on the balance sheet. It also requires disclosure of key information about leasing arrangements to increase transparency and comparability among organizations. The new guidance is effective for the Company's fiscal year beginning October 1, 2019. The new guidance must be adopted using a modified retrospective transition approach and provides for some practical expedients. The Company will apply the guidance of the new standard as of the date of adoption, and will not recast prior periods. While the Company expects to expand its current disclosures as a result of adopting the new standard, it does not expect adoption to have a material impact on the consolidated results of operations. The Company expects to record approximately \$0.7 billion of leased assets and \$0 billion of lease liabilities related to its operating leases and an adjustment to retained earnings of \$0 billion related to transition upon adoption.

In June 2016, the FASB issued a new credit loss standard that changes the impairment model for most financial assets and some other instruments. The new guidance will replace the current "incurred loss" approach with an "expected loss" model for instruments measured at amortized cost. It also simplifies the accounting model for purchased credit impaired debt securities and loans. The guidance will be effective for the Company's fiscal year starting October 1, 2020. The Company is currently evaluating the impact that the new guidance will have on its consolidated financial statements.

In August 2016, the FASB issued new accounting guidance clarifying how entities should classify cash receipts and cash payments on the statement of cash flows. The new guidance also clarifies how the predominance principle should be applied when cash receipts and cash payments have aspects of more than one class of cash flows. The Company adopted the new standard on October 1, 2018 and the adoption of the standard did not have a material impact on its statement of cash flows.

In October 2016, the FASB issued additional guidance regarding accounting for intra entity transfers of assets other than inventory. The new guidance will require companies to account for the income tax consequences of intra entity transfers of assets other than inventory in the period the transfer occurs. The Company adopted this guidance on October 1, 2018, and the adoption resulted in a \$5.5 million reduction to other non-current assets and retained earnings.

In January 2017, the FASB issued new accounting guidance that changes the definition of a business to assist companies with evaluating when a set of transferred assets and activities is a business. This guidance requires the buyer to evaluate if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of assets. The Company elected to adopt this guidance on July 1, 2018 and the adoption of this guidance did not have a material impact on the Company's consolidated financial statements.

In January 20 7, the FASB issued new accounting guidance to simplify the test for goodwill impairment. This guidance eliminates step two from the goodwill impairment test. Under the new guidance, an entity should recognize an impairment charge for the amount by which the carrying amount of a reporting unit exceeds its fair value. However, the loss recognized should not exceed the total amount of goodwill allocated to the reporting unit. The Company early adopted the new guidance on January 1, 20 8 and the adoption of this guidance did not have a material impact on the Company's consolidated financial statements.

In March 20 7, the FASB issued new guidance on how employers that sponsor defined benefit pension or other postretirement benefit plans present the net periodic benefit cost in the income statement. Under the new guidance, employers will present the service cost component of net periodic benefit cost in the same income statement line items as other employee compensation costs. The new guidance was effective for the Company on October 1, 20 8. Adoption of the new guidance did not have a material impact on the Company's consolidated financial statements.

In August 20 7, the FASB issued new accounting guidance on derivatives and hedging. This guidance better aligns an entity's risk management activities and financial reporting for hedging relationships through change to both the designation and measurement guidance for qualifying hedging relationships and the presentation of hedging results. The Company early adopted the guidance on January 1, 20 8 and the adoption of this guidance did not have a material impact on the Company's consolidated financial statements.

3. Business Acquisitions, Goodwill, and Intangible Assets

The Company completed one acquisition during the year ended September 30, 20 8 for a total consideration of \$5.6 million, which was accounted for under the acquisition method. Acquired tangible and intangible assets and liabilities were recognized on the acquisition date based upon their fair values. The determination of fair values of assets and liabilities acquired requires the Company to make estimates and use valuation techniques when market value is not readily available. Transaction costs associated with business acquisitions are expensed as they are incurred.

In the fourth quarter of fiscal 20 9, the Company recorded a goodwill impairment in its self perform at risk construction businesses in its Construction Services segment. Total goodwill impairment was \$588.0 million, which was recorded within Impairment of long lived assets, including goodwill. Fair value was estimated using Level 3 inputs, such as forecasted cash flows, and Level 2 inputs, such as observed non active market prices. The Company observed a reduction in the estimated fair value of the impaired reporting unit in connection with its continuing review of at risk construction projects and reduction in its self perform at risk construction exposure. The Company identified incremental unfavorable trends in its cash flow expectations compared to prior periods, which resulted in a quantitative impairment assessment.

In the second quarter of fiscal 20 8, management approved a plan to sell non core oil and gas assets in North America, included in the Company's Construction Services segment (the Disposal Group). The Company classified the related assets and liabilities of the Disposal Group as held for sale in the consolidated balance sheet. In the third quarter of fiscal 20 8, the Company sold a portion of the assets in the Disposal Group and recognized a \$2 million loss on disposal. The remaining portion of the Disposal Group was sold in the third quarter of fiscal 20 9 and the Company recognized a \$7.4 million loss on disposal.

The Company recorded losses related to the remeasurement of the Disposal Group based on estimated fair value less costs to sell resulting in total asset impairments of \$ 68.2 million, recorded in Impairment of assets held for sale, including goodwill in the second quarter of fiscal 20 8. Fair value was estimated using Level 3 inputs, such as forecasted cash flows, and Level 2 inputs, including bid prices from potential buyers.

The changes in the carrying value of goodwill by reportable segment for the fiscal years ended September 30, 2019 and 2018 were as follows:

	Fiscal Year 2019				September 30, 2019
	September 30, 2018	Disposal	Impairment (in millions)	Foreign Exchange Impact	
Design and Consulting Services	\$ 3,892	\$ (58)	\$	\$ (222)	\$ 3,622
Construction Services	,008.9		(588.0)	(3.3)	476
Management Services	,723.0	(2.5)		(4.0)	,696.5
Total	<u>\$ 5,92</u>	<u>\$ (83)</u>	<u>\$ (588.0)</u>	<u>\$ (39.5)</u>	<u>\$ 5,275.3</u>

	Fiscal Year 2018				September 30, 2018
	September 30, 2017	Measurement Period Adjustment	Impairment (in millions)	Foreign Exchange Impact	
Design and Consulting Services	\$ 3,289	\$	\$	\$ (297)	\$ 3,892
Construction Services	,049.9	9.0	(25.4)	(6.6)	,008.9
Management Services	,724			()	,723.0
Total	<u>\$ 5,992.9</u>	<u>\$ 9.0</u>	<u>\$ (25.4)</u>	<u>\$ (37.4)</u>	<u>\$ 5,92</u>

The gross amounts and accumulated amortization of the Company's acquired identifiable intangible assets with finite useful lives as of September 30, 2019 and 2018, included in intangible assets net, in the accompanying consolidated balance sheets, were as follows:

	September 30, 2019			September 30, 2018			Amortization Period (years)
	Gross Amount	Accumulated Amortization	Intangible Assets, Net	Gross Amount	Accumulated Amortization	Intangible Assets, Net	
	(in millions)						
Backlog and customer relationships	\$,284.2	\$ (,05.2)	\$ 233.0	\$,285	\$ (966.0)	\$ 3.9	
Trademark / tradename	8.3	(8.3)		8.3	(7.5)	0.8	0.3 - 2
Total	<u>\$,302.5</u>	<u>\$ (,069.5)</u>	<u>\$ 233.0</u>	<u>\$,303.4</u>	<u>\$ (983.5)</u>	<u>\$ 3.9.9</u>	

Amortization expense of acquired intangible assets included within cost of revenue was \$86.0 million, \$96.7 million, and \$102.7 million for the years ended September 30, 2019, 2018 and 2017, respectively. The following table presents estimated amortization expense of existing intangible assets for the succeeding years:

Fiscal Year	(in millions)
2020	\$ 68.9
2021	56
2022	43.4
2023	39.0
2024	20.2
Thereafter	5.4
Total	<u>\$ 233.0</u>

4. Revenue Recognition

On October 1, 2018, the Company adopted FASB Accounting Standards Codification (ASC) 606 on a modified retrospective basis, which amended the accounting standards for revenue recognition. As a result, the new guidance was applied retrospectively to contracts which were not completed as of October 1, 2018. Contracts completed prior to October 1, 2018 were accounted for using the guidance in effect at that time. The cumulative effect of applying the new guidance was recorded as a reduction to retained earnings at October 1, 2018 of \$7.0 million, net of tax. Consistent with the modified

retrospective transition approach, the comparative period was not adjusted to conform with current period presentation. The adjustment was primarily related to segmenting or combining contracts by performance obligations identified under the criteria of the new standard. Revenue recognized during the year ended September 30, 2019 increased \$4.8 million, net of tax, due to the adoption of the new standard primarily in the Construction Services segment.

The new accounting guidance establishes principles for recognizing revenue upon the transfer of control of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The Company generally recognizes revenues over time as performance obligations are satisfied. The Company generally measures its progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. In the course of providing its services, the Company routinely subcontracts for services and incurs other direct costs on behalf of its clients. These costs are passed through to clients and, in accordance with GAAP, are included in the Company's revenue and cost of revenue. These subcontractor and other direct costs for the years ended September 30, 2019, 2018 and 2017 were \$0.3 billion, \$0.7 billion and \$9.2 billion, respectively.

Recognition of revenue and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates. Additionally, the Company is required to make estimates for the amount of consideration to be received, including bonuses, awards, incentive fees, claims, unpriced change orders, penalties, and liquidated damages. Variable consideration is included in the estimate of the transaction price only to the extent that a significant reversal would not be probable. Management continuously monitors factors that may affect the quality of its estimates, and material changes in estimates are disclosed accordingly.

The following summarizes the Company's major contract types:

Cost Reimbursable Contracts

Cost reimbursable contracts include cost plus fixed fee, cost plus fixed rate, and time and materials price contracts. Under cost plus contracts, the Company charges clients for its costs, including both direct and indirect costs, plus a negotiated fee or rate. The Company recognizes revenue based on actual direct costs incurred and the applicable fixed rate or portion of the fixed fee earned as of the balance sheet date. Under time and materials price contracts, the Company negotiates hourly billing rates and charges its clients based on the actual time that it expends on a project. In addition, clients reimburse the Company for materials and other direct incidental expenditures incurred in connection with its performance under the contract. The Company may apply a practical expedient to recognize revenue in the amount in which it has the right to invoice if its right to consideration is equal to the value of performance completed to date.

Guaranteed Maximum Price Contracts (GMP)

GMP contracts share many of the same contract provisions as cost plus and fixed price contracts. As with cost plus contracts, clients are provided a disclosure of all the project costs, and a lump sum or percentage fee is separately identified. The Company provides clients with a guaranteed price for the overall project (adjusted for change orders issued by clients) and a schedule including the expected completion date. Cost overruns or costs associated with project delays in completion could generally be the Company's responsibility. For many of the Company's commercial or residential GMP contracts, the final price is generally not established until the Company has subcontracted a substantial percentage of the trade contracts with terms consistent with the master contract, and it has negotiated additional contractual limitations, such as waivers of consequential damages as well as aggregate caps on liabilities and liquidated damages. Revenue is recognized for GMP contracts as project costs are incurred relative to total estimated project costs.

Fixed Price Contracts

Fixed price contracts include both lump sum and fixed unit price contracts. Under lump sum contracts, the Company performs all the work under the contract for a specified fee. Lump sum contracts are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. Under fixed unit price contracts, the Company performs a number of units of work at an agreed price per unit with the total payment under the contract.

determined by the actual number of units delivered. Revenue is recognized for fixed price contracts using the input method measured on a cost to cost basis.

The following tables present the Company's revenues disaggregated by revenue sources:

	Fiscal Year Ended		
	September 30, 2019	September 30, 2018	September 30, 2017
	(in millions)		
Cost reimbursable	\$ 0,442	\$ 9,474.8	\$ 8,737.6
Guaranteed maximum price	3,956.3	4,722.0	4,86.8
Fixed price	5,802.8	5,958.7	5,279.0
Total revenue	\$ 20,733	\$ 20,555	\$ 8,203.4

	Fiscal Year Ended		
	September 30, 2019	September 30, 2018	September 30, 2017
	(in millions)		
Americas	\$ 6.9	\$ 5,954	\$ 4,202.5
Europe, Middle East, Africa	2,23	2,727.0	2,648.2
Asia Pacific	,769	,477	,352.7
Total revenue	\$ 20,733	\$ 20,555	\$ 8,203.4

Revenues in Europe, Middle East, Africa and Asia Pacific are primarily reported in the Company's Design and Consulting Services segment. As of September 30, 2019, the Company had allocated \$23.6 billion of transaction price to unsatisfied or partially satisfied performance obligations, of which approximately 60% is expected to be satisfied within the next twelve months.

The Company's timing of revenue recognition may not be consistent with its rights to bill and collect cash from its clients. Those rights are generally dependent upon advance billing terms, milestone billings based on the completion of certain phases of work or when services are performed. The Company's accounts receivable represent amounts billed to clients that have yet to be collected and represent an unconditional right to cash from its clients. Contract assets represent the amount of contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the balance sheet date. Contract liabilities represent billings as of the balance sheet date, as allowed under the terms of a contract, but not yet recognized as contract revenue pursuant to the Company's revenue recognition policy.

Net accounts receivable consisted of the following:

	Fiscal Year Ended	
	September 30, 2019	September 30, 2018
	(in millions)	
Billed	\$ 2,937	\$ 2,697.7
Contract retentions	64.5	66.7
Total accounts receivable - gross	3,573.2	3,359.4
Allowance for doubtful accounts	(56)	(5.6)
Total accounts receivable - net	\$ 3,517	\$ 3,307.8

Substantially all contract assets as of September 30, 2019 and 2018 are expected to be billed and collected within twelve months, except for claims. Significant claims recorded in contract assets and other non-current assets were approximately \$40 million and \$266 million as of September 30, 2019 and 2018, respectively, and included amounts related to the Department of Energy Deactivation, Demolition, and Removal Project and the Refinery Turnaround Project discussed further in Note 8. Contract retentions represent amounts invoiced to clients where payments have been withheld from progress payments until the contracted work has been completed and approved by the client. These retention agreements vary from project to project and could be outstanding for several months or years.

Allowances for doubtful accounts have been determined through specific identification of amounts considered to be uncollectible and potential write offs, plus a non specific allowance for other amounts for which some potential loss has been determined to be probable based on current and past experience

Other than the U S government, no single client accounted for more than 0% of the Company's outstanding receivables at September 30, 20 9 and 20 8

The Company sold trade receivables and contract assets to financial institutions, of which \$364 5 million and \$334 2 million were outstanding as of September 30, 20 9 and 20 8, respectively The Company does not retain financial or legal obligations for these receivables that would result in material losses The Company's ongoing involvement is limited to the remittance of customer payments to the financial institutions with respect to the sold trade receivables

5. Property and Equipment

Property and equipment, at cost, consists of the following:

	Fiscal Year Ended		Useful L ves (years)
	September 30, 2019	September 30, 2018	
	(n m ll ons)		
Building and land	\$ 44 7	\$ 75 2	0 45
Leasehold improvements	394 9	399 2	20
Computer systems and equipment	788 2	74 2	3 2
Furniture and fixtures	38 3	32 5	3 0
Total	,366	,348	
Accumulated depreciation and amortization	(806 7)	(734 0)	
Property and equipment, net	\$ 559 4	\$ 6 4	

Depreciation expense for the fiscal years ended September 30, 20 9, 20 8 and 20 7 were \$64 5 million, \$ 58 5 million, and \$ 57 million, respectively Depreciation is calculated using primarily the straight line method over the estimated useful lives of the assets, or in the case of leasehold improvements and capitalized leases, the lesser of the remaining term of the lease or its estimated useful life

6. Joint Ventures and Variable Interest Entities

The Company's joint ventures provide architecture, engineering, program management, construction management, operations and maintenance services and invests in real estate, public private partnership (P3) and infrastructure projects Joint ventures, the combination of two or more partners, are generally formed for a specific project Management of the joint venture is typically controlled by a joint venture executive committee, comprised of representatives from the joint venture partners The joint venture executive committee normally provides management oversight and controls decisions which could have a significant impact on the joint venture

Some of the Company's joint ventures have no employees and minimal operating expenses For these joint ventures, the Company's employees perform work for the joint venture, which is then billed to a third party customer by the joint venture These joint ventures function as pass through entities to bill the third party customer For consolidated joint ventures of this type, the Company records the entire amount of the services performed and the costs associated with these services, including the services provided by the other joint venture partners, in the Company's result of operations For certain of these joint ventures where a fee is added by an unconsolidated joint venture to client billings, the Company's portion of that fee is recorded in equity in earnings of joint ventures

The Company also has joint ventures that have their own employees and operating expenses, and to which the Company generally makes a capital contribution The Company accounts for these joint ventures either as consolidated entities or equity method investments based on the criteria further discussed below

The Company follows guidance on the consolidation of variable interest entities (VIEs) that requires companies to utilize a qualitative approach to determine whether it is the primary beneficiary of a VIE. The process for identifying the primary beneficiary of a VIE requires consideration of the factors that indicate a party has the power to direct the activities that most significantly impact the joint venture's economic performance, including powers granted to the joint venture's program manager, powers contained in the joint venture governing board and, to a certain extent, a company's economic interest in the joint venture. The Company analyzes its joint ventures and classifies them as either:

- a VIE that must be consolidated because the Company is the primary beneficiary or the joint venture is not a VIE and the Company holds the majority voting interest with no significant participative rights available to the other partners; or
- a VIE that does not require consolidation and is treated as an equity method investment because the Company is not the primary beneficiary or the joint venture is not a VIE and the Company does not hold the majority voting interest

As part of the above analysis, if it is determined that the Company has the power to direct the activities that most significantly impact the joint venture's economic performance, the Company considers whether or not it has the obligation to absorb losses or rights to receive benefits of the VIE that could potentially be significant to the VIE.

Contractually required support provided to the Company's joint ventures is discussed in Note 8.

Summary of financial information of the consolidated joint ventures is as follows:

	September 30, 2019	September 30, 2018
	(in millions)	
Current assets	\$ 956.0	\$ 1,037
Non current assets	66.8	92.7
Total assets	<u>\$ 1,022.8</u>	<u>\$ 1,130.4</u>
Current liabilities	\$ 646.9	\$ 724.2
Non current liabilities	2.3	2.7
Total liabilities	659.2	736.9
Total AECOM equity	255.6	284.2
Noncontrolling interests	208.0	85.3
Total owners' equity	463.6	469.5
Total liabilities and owners' equity	<u>\$ 1,022.8</u>	<u>\$ 1,130.4</u>

Total revenue of the consolidated joint ventures was \$2,463.6 million, \$2,525.0 million, and \$933.5 million for the years ended September 30, 2019, 2018 and 2017, respectively. The assets of the Company's consolidated joint ventures are restricted for use only by the particular joint venture and are not available for the general operations of the Company.

Summary of financial information of the unconsolidated joint ventures, as derived from their unaudited financial statements, is as follows:

	September 30, 2019	September 30, 2018
	(n m ll ons)	
Current assets	\$,9 4 5	\$,903 3
Non current assets	,004 3	938 3
Total assets	\$ 2,9 8 8	\$ 2,84 6
Current liabilities	\$,443 8	\$,658 5
Non current liabilities	83 4	224 3
Total liabilities	,627 2	,882 8
Joint ventures' equity	,29 6	958 8
Total liabilities and joint ventures' equity	\$ 2,9 8 8	\$ 2,84 6
AECOM's investment in joint ventures	\$ 405 2	\$ 3 0 7
	Twelve Months Ended	
	September 30, 2019	September 30, 2018
	(n m ll ons)	
Revenue	\$ 4,463 3	\$ 5,57 9
Cost of revenue	4,285 9	5,325 4
Gross profit	\$ 77 4	\$ 246 5
Net income	\$ 76 8	\$ 238 6

Summary of AECOM's equity in earnings of unconsolidated joint ventures is as follows:

	Fiscal Year Ended		
	September 30, 2019	September 30, 2018	September 30, 2017
	(n m ll ons)		
Pass through joint ventures	\$ 3 6	\$ 34	\$ 36 6
Other joint ventures	49 4	47 0	05 0
Total	\$ 8 0	\$ 8	\$ 4 6

Included in equity of earnings above, the Company recorded a gain of \$2 million from a sale of its 50% equity interest in Provost Square I LLC, an unconsolidated joint venture that invested in a real estate development in New Jersey, in fiscal year ended September 30, 20 7

7. Pension Benefit Obligations

In the U S , the Company sponsors various qualified defined benefit pension plans. Benefits under these plans generally are based on the employee's years of creditable service and compensation; however, all U S defined benefit plans are closed to new participants and have frozen accruals.

The Company also sponsors various non qualified plans in the U S ; all of these plans are frozen. Outside the U S , the Company sponsors various pension plans, which are appropriate to the country in which the Company operates, some of which are government mandated.

The following tables provide reconciliations of the changes in the U.S. and international plans' benefit obligations, reconciliations of the changes in the fair value of assets for the last three years ended September 30, and reconciliations of the funded status as of September 30 of each year.

	Fiscal Year Ended					
	September 30, 2019		September 30, 2018		September 30, 2017	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Change in benefit obligation:						
Benefit obligation at beginning of year	\$ 633	\$, 88 8	\$ 683 0	\$,333 5	\$ 720 0	\$,406 2
Service cost		0 5	4 9		4 3	3
Participant contributions	0 2	0 3	0 2	0 4	0	0 4
Interest cost	23 8	29 7	20 7	32 0	9 2	28 3
Benefits and expenses paid	(36 0)	(4 2)	(37 8)	(53 7)	(37 9)	(48 3)
Actuarial (gain) loss	80 7	206 5	(38 5)	(87 7)	(22 7)	(98 6)
Plan settlements	(3)	(3 7)		(3 0)		
Plan amendments		5 2	0 6			
Plan curtailments				(0)		
Foreign currency translation (gain) loss		(74 8)		(33 7)		44 2
Benefit obligation at end of year	\$ 700 5	\$,3 3	\$ 633	\$, 88 8	\$ 683 0	\$,333 5

	Fiscal Year Ended					
	September 30, 2019		September 30, 2018		September 30, 2017	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Change in plan assets						
Fair value of plan assets at beginning of year	\$ 455.5	\$ 965.9	\$ 470.4	\$ 993	\$ 456.9	\$ 973.2
Actual return on plan assets	26.2	80.3		29.3	39.0	9.6
Employer contributions	4.5	28	6	27.8	2.3	25.8
Participant contributions	0.2	0.3	0.2	0.4	0	0.4
Benefits and expenses paid	(36.0)	(4.2)	(37.8)	(53.7)	(37.9)	(48.3)
Plan settlements	(.3)	(3.7)		(3.0)		
Foreign currency translation gain (loss)		(60.9)		(28.0)		32.4
Fair value of plan assets at end of year	\$ 459	\$,068.8	\$ 455.5	\$ 965.9	\$ 470.4	\$ 993

	Fiscal Year Ended					
	September 30, 2019		September 30, 2018		September 30, 2017	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Reconciliation of funded status:						
Funded status at end of year	\$ (24 4)	\$ (242 5)	\$ (77 6)	\$ (222 9)	\$ (2 2 6)	\$ (340 4)
Contribution made after measurement date	N/A	N/A	N/A	N/A	N/A	N/A
Net amount recognized at end of year	\$ (24 4)	\$ (242 5)	\$ (77 6)	\$ (222 9)	\$ (2 2 6)	\$ (340 4)

The following table sets forth the amounts recognized in the consolidated balance sheets as of September 30, 2019, 2018 and 2017:

	Fiscal Year Ended					
	September 30, 2019		September 30, 2018		September 30, 2017	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Amounts recognized in the consolidated balance sheets:						
Other non current assets	\$ 27	\$ 283	\$ 25	\$ 9	\$ 23	\$ 39
Accrued expenses and other current liabilities	(9)		(95)		(0)	
Pension benefit obligations	(235.0)	(270.8)	(70.6)	(242.0)	(204.8)	(354.3)
Net amount recognized in the balance sheet	<u>\$ (24.4)</u>	<u>\$ (242.5)</u>	<u>\$ (77.6)</u>	<u>\$ (222.9)</u>	<u>\$ (22.6)</u>	<u>\$ (340.4)</u>

The following table details the reconciliation of amounts in the consolidated statements of stockholders' equity for the fiscal years ended September 30, 2019, 2018 and 2017:

	Fiscal Year Ended					
	September 30, 2019		September 30, 2018		September 30, 2017	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Reconciliation of amounts in consolidated statements of stockholders' equity:						
Prior service (cost) credit	\$ (0.7)	\$ (2)	\$ (0.8)	\$ 4	\$ (0.2)	\$ 4.4
Net loss	(50.7)	(233.0)	(72.5)	(86.4)	(94.6)	(263.7)
Total recognized in accumulated other comprehensive loss	<u>\$ (54)</u>	<u>\$ (234.2)</u>	<u>\$ (73.3)</u>	<u>\$ (82.3)</u>	<u>\$ (94.8)</u>	<u>\$ (259.3)</u>

The components of net periodic benefit cost other than the service cost component are included in other income (expense) in the consolidated statement of operations. The following table details the components of net periodic benefit cost for the Company's pension plans for fiscal years ended September 30, 2019, 2018 and 2017:

	Fiscal Year Ended					
	September 30, 2019		September 30, 2018		September 30, 2017	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Components of net periodic benefit cost:						
Service costs	\$	\$ 0.5	\$ 4.9	\$	\$ 4.3	\$ 3
Interest cost on projected benefit obligation	23.8	29.7	20.7	32.0	9.2	28.3
Expected return on plan assets	(27.5)	(38)	(3.5)	(43)	(3.0)	(4.5)
Amortization of prior service costs (credits)	0	(0)	0	(0)		(0.2)
Amortization of net loss	3.6	4	4.0	8.2	4.3	3.0
Settlement loss recognized	0.2	0.8		0.3		
Net periodic benefit cost	<u>\$ 0.2</u>	<u>\$ (3)</u>	<u>\$ (8)</u>	<u>\$ (6)</u>	<u>\$ (3.2)</u>	<u>\$ 0.9</u>

The amount of applicable deferred income taxes included in other comprehensive income arising from a change in net prior service cost and net gain/loss was \$29.7 million, \$9 million, and \$27.6 million in the years ended September 30, 2019, 2018 and 2017, respectively.

[Table of Contents](#)

Amounts included in accumulated other comprehensive loss as of September 30, 2019 that are expected to be recognized as components of net periodic benefit cost during fiscal 2020 are (in millions):

	U.S.	Int'l
Amortization of prior service credit	\$ (0)	\$ (0)
Amortization of net actuarial losses	(5 0)	(8 3)
Total	<u>\$ (5)</u>	<u>\$ (8 4)</u>

The table below provides additional year end information for pension plans with accumulated benefit obligations in excess of plan assets

	Fiscal Year Ended					
	September 30, 2019		September 30, 2018		September 30, 2017	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Projected benefit obligation	\$ 679.5	\$ 4.9	\$ 604	\$ 1,002.6	\$ 658.4	\$ 58.3
Accumulated benefit obligation	679.5	32.7	604	99.9	658.4	45.7
Fair value of plan assets	454.8	87.2	45.5	760.7	466.4	804.2

Funding requirements for each pension plan are determined based on the local laws of the country where such pension plan resides. In certain countries, the funding requirements are mandatory while in other countries, they are discretionary. The Company currently intends to contribute \$26.6 million to the international plans in fiscal 2020. The required minimum contributions for U.S. plans are not significant. In addition, the Company may make discretionary contributions. The Company currently intends to contribute \$4.7 million to U.S. plans in fiscal 2020.

The table below provides the expected future benefit payments, in millions:

Year Ending September 30,	U.S.	Int'l
2020	\$ 43	\$ 46.6
2021	42.7	42.8
2022	4	43.9
2023	4.3	45.6
2024	4.3	46.5
2025-2029	203.2	250.7
Total	<u>\$ 427</u>	<u>\$ 476</u>

The underlying assumptions for the pension plans are as follows:

	Fiscal Year Ended					
	September 30, 2019		September 30, 2018		September 30, 2017	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
Weighted average assumptions to determine benefit obligation:						
Discount rate	3.00 %	8 %	4.5 %	2.9 %	3.64 %	2.67 %
Salary increase rate	N/A	2.52 %	N/A	2.79 %	N/A	2.76 %
Weighted average assumptions to determine net periodic benefit cost:						
Discount rate	4.5 %	2.9 %	3.60 %	2.67 %	3.4 %	2.35 %
Salary increase rate	N/A	2.79 %	N/A	2.76 %	N/A	2.6 %
Expected long term rate of return on plan assets	7.00 %	4.43 %	7.00 %	4.73 %	7.00 %	5.0 %

Pension costs are determined using the assumptions as of the beginning of the plan year. The funded status is determined using the assumptions as of the end of the plan year.

The following table summarizes the Company's target allocation for 2019 and pension plan asset allocation, both U.S. and international, as of September 30, 2019 and 2018:

Asset Category:	Percentage of Plan Assets as of September 30,					
	Target Allocations		2019		2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
Equities	45 %	37 %	45 %	36 %	40 %	38 %
Debt	42	36	45	3	50	36
Cash	3	6		3		7
Property and other	0	2	9	30	9	9
Total	00 %	00 %	00 %	00 %	00 %	00 %

The Company's domestic and foreign plans seek a competitive rate of return relative to an appropriate level of risk depending on the funded status and obligations of each plan and typically employ both active and passive investment management strategies. The Company's risk management practices include diversification across asset classes and investment styles and periodic rebalancing toward asset allocation targets. The target asset allocation selected for each plan reflects a risk/return profile that the Company believes is appropriate relative to each plan's liability structure and return goals.

To develop the expected long term rate of return on assets assumption, the Company considered the historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the pension portfolio and the diversification of the portfolio. This resulted in the selection of a 7.00% and 4.43% weighted average long term rate of return on assets assumption for the fiscal year ended September 30, 2019 for U.S. and non U.S. plans, respectively.

As of September 30, 2019, the fair values of the Company's pension plan assets by major asset categories were as follows:

	Fair Value Measurement as of September 30, 2019				
	Total Carrying Value as of September 30, 2019	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Investments measured at NAV
	(in millions)				
Cash and cash equivalents	\$ 40	\$ 26.4	\$ 4.6	\$	\$
Equity and debt securities	5.5	5.5			
Investment funds					
Diversified and equity funds	92.8	79.0	3.8		
Fixed income funds	95.7	22.0	73.7		
Common collective funds	897.0				897.0
Assets held by insurance company	26.8			26.8	
Derivative instruments	59		59		
Total	\$,527.9	\$ 342.9	\$ 26.2	\$ 26.8	\$ 897.0

As of September 30, 2018, the fair values of the Company's pension plan assets by major asset categories were as follows:

	Total Carrying Value as of September 30, 2018	Fair Value Measurement as of September 30, 2018			Investments measured at NAV
		Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
			(in millions)		
Cash and cash equivalents	\$ 77	\$ 37	\$ 34	\$	\$
Equity and debt securities	534	534			
Investment funds					
Diversified and equity funds	520	824	696		
Fixed income funds	553	36	57		
Hedge funds	50			50	
Common collective funds	950				950
Assets held by insurance company	300			300	
Derivative instruments	(70)		(70)		
Total	\$ 424	\$ 276.5	\$ 48.9	\$ 45.0	\$ 95.0

Changes for the year ended September 30, 2019 in the fair value of the Company's recurring post retirement plan Level 3 assets are as follows:

	September 30, 2018 Beginning balance	Actual return on plan assets, relating to assets still held at reporting date	Actual return on plan assets, relating to assets sold during the period	Purchases, sales and settlements	Transfer into / (out of) Level 3	Change due to exchange rate changes	September 30, 2019 Ending balance
							(in millions)
Level 3 Assets	\$ 45.0	\$ 0.4	\$ (0.0)	\$ (7.0)	\$	\$ (5.0)	\$ 26.8

Changes for the year ended September 30, 2018, in the fair value of the Company's recurring post retirement plan Level 3 assets are as follows:

	September 30, 2017 Beginning balance	Actual return on plan assets, relating to assets still held at reporting date	Actual return on plan assets, relating to assets sold during the period	Purchases, sales and settlements	Transfer into / (out of) Level 3	Change due to exchange rate changes	September 30, 2018 Ending balance
							(in millions)
Level 3 Assets	\$ 45.3	\$ 0.4	\$	\$ 0.2	\$	\$ (0.9)	\$ 45.0

Cash equivalents are mostly comprised of short term money market instruments and are valued at cost, which approximates fair value.

For equity investment funds not traded on an active exchange, or if the closing price is not available, the trustee obtains indicative quotes from a pricing vendor, broker, or investment manager. These funds are categorized as Level 2 if the custodian obtains corroborated quotes from a pricing vendor or categorized as Level 3 if the custodian obtains uncorroborated quotes from a broker or investment manager.

Fixed income investment funds categorized as Level 2 are valued by the trustee using pricing models that use verifiable observable market data (e.g., interest rates and yield curves observable at commonly quoted intervals), bids provided by brokers or dealers, or quoted prices of securities with similar characteristics

Hedge funds categorized as Level 3 are valued based on valuation models that include significant unobservable inputs and cannot be corroborated using verifiable observable market data. Hedge funds are valued by independent administrators. Depending on the nature of the assets, the general partners or independent administrators use both the income and market approaches in their models. The market approach consists of analyzing market transactions for comparable assets while the income approach uses earnings or the net present value of estimated future cash flows adjusted for liquidity and other risk factors. As of September 30, 2019, there were no material changes to the valuation techniques.

Common collective funds are valued based on net asset value (NAV) per share or unit as a practical expedient as reported by the fund manager, multiplied by the number of shares or units held as of the measurement date. Accordingly, these NAV-based investments have been excluded from the fair value hierarchy. These collective investment funds have minimal redemption notice periods and are redeemable daily at the NAV, less transaction fees, without significant restrictions. There are no significant unfunded commitments related to these investments.

Multiemployer Pension Plans

The Company participates in over 200 construction industry multiemployer pension plans. Generally, the plans provide defined benefits to substantially all employees covered by collective bargaining agreements. Under the Employee Retirement Income Security Act, a contributor to a multiemployer plan is liable, upon termination or withdrawal from a plan, for its proportionate share of a plan's unfunded vested liability. The Company's aggregate contributions to these multiemployer plans were \$52.3 million and \$49.8 million for the years ended September 30, 2019 and 2018, respectively. At September 30, 2019 and 2018, none of the plans in which the Company participates are individually significant to its consolidated financial statements.

8. Debt

Debt consisted of the following:

	September 30, 2019	September 30, 2018
	(in millions)	
2014 Credit Agreement	\$ 82.2	\$ 433.8
2014 Senior Notes	800.0	800.0
2017 Senior Notes	1,000.0	1,000.0
URS Senior Notes	248	247.9
Other debt	208.8	9.8
Total debt	3,439	3,673.5
Less: Current portion of debt and short-term borrowings	(7.2)	(4.3)
Less: Unamortized debt issuance costs	(36)	(46.7)
Long-term debt	<u>\$ 3,285.8</u>	<u>\$ 3,483.7</u>

The following table presents, in millions, scheduled maturities of the Company's debt as of September 30, 2019:

Fiscal Year	
2020	\$ 72
2021	26
2022	375
2023	4509
2024	54
Thereafter	2,3220
Total	\$ 3,439

2014 Credit Agreement

The Company entered into a credit agreement (Credit Agreement) on October 7, 2014, which, as amended to date, consists of (i) a term loan A facility that includes a \$500 million (US) term loan A facility with a term expiring on March 3, 2022 and a \$500 million Canadian dollar (CAD) term loan A facility and a \$250 million Australian dollar (AUD) term loan A facility, each with terms expiring on March 3, 2023; (ii) a \$600 million term loan B facility with a term expiring on March 3, 2025; and (iii) a revolving credit facility in an aggregate principal amount of \$350 million with a term expiring on March 3, 2023. Some of subsidiaries of the Company (Guarantors) have guaranteed the obligations of the borrowers under the Credit Agreement. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of the assets of the Company and the Guarantors pursuant to a security and pledge agreement (Security Agreement). The collateral under the Security Agreement is subject to release upon fulfillment of conditions specified in the Credit Agreement and Security Agreement.

The Credit Agreement contains covenants that limit the ability of the Company and the ability of some of its subsidiaries to, among other things: (i) create, incur, assume, or suffer to exist liens; (ii) incur or guarantee indebtedness; (iii) pay dividends or repurchase stock; (iv) enter into transactions with affiliates; (v) consummate asset sales, acquisitions or mergers; (vi) enter into various types of burdensome agreements; or (vii) make investments.

On July 1, 2015, the Credit Agreement was amended to revise the definition of "Consolidated EBITDA" to increase the allowance for acquisition and integration expenses related to the Company's acquisition of URS.

On December 22, 2015, the Credit Agreement was amended to further revise the definition of "Consolidated EBITDA" by further increasing the allowance for acquisition and integration expenses related to the acquisition of URS and to allow for an internal corporate restructuring primarily involving the Company's international subsidiaries.

On September 29, 2016, the Credit Agreement and the Security Agreement were amended to (1) lower the applicable interest rate margins for the term loan A and the revolving credit facilities, and lower the applicable letter of credit fees and commitment fees to the revised consolidated leverage levels; (2) extend the term of the term loan A and the revolving credit facility to September 29, 2021; (3) add a new delayed draw term loan A facility tranche in the amount of \$850 million; (4) replace the then existing \$500 million performance letter of credit facility with a \$500 million basket to enter into secured letters of credit outside the Credit Agreement; and (5) revise covenants, including the Maximum Consolidated Leverage Ratio so that the step down from a 5.00 to a 4.75 leverage ratio is effective as of March 3, 2017 as well as the investment basket for the Company's AECOM Capital business.

On March 3, 2017, the Credit Agreement was amended to (1) expand the ability of restricted subsidiaries to borrow under "Incremental Term Loans;" (2) revise the definition of "Working Capital" as used in "Excess Cash Flow;" (3) revise the definitions for "Consolidated EBITDA" and "Consolidated Funded Indebtedness" to reflect the expected gain and debt repayment of an AECOM Capital disposition, which disposition was completed on April 28, 2017; and (4) amend provisions relating to the Company's ability to undertake internal restructuring steps to accommodate changes in tax laws.

On March 3, 2018, the Credit Agreement was amended to (1) refinance the existing term loan A facility to include a \$500 million (US) term loan A facility with a term expiring on March 3, 2022 and a \$500 million CAD term

loan A facility and a \$250 million AUD term loan A facility each with terms expiring on March 3, 2023; (2) issue a new \$600 million term loan B facility to institutional investors with a term expiring on March 3, 2025; (3) increase the capacity of the Company's revolving credit facility from \$ 05 billion to \$ 35 billion and extend its term until March 3, 2023; (4) reduce the Company's interest rate borrowing costs as follows: (a) the term loan B facility, at the Company's election, Base Rate (as defined in the Credit Agreement) plus 0 75% or Eurocurrency Rate (as defined in the Credit Agreement) plus 75%, (b) the (US) term loan A facility, at the Company's election, Base Rate plus 0 50% or Eurocurrency Rate plus 50%, and (c) the Canadian (CAD) term loan A facility, the Australian (AUD) term loan A facility, and the revolving credit facility, an initial rate of, at the Company's election, Base Rate plus 0 75% or Eurocurrency Rate plus 75%, and after the end of the Company's fiscal quarter ended June 30, 20 8, Base Rate loans plus a margin ranging from 0 25% to 00% or Eurocurrency Rate plus a margin from 25% to 2 00%, based on the Consolidated Leverage Ratio (as defined in the Credit Agreement); (5) revise covenants including increasing the amounts available under the restricted payment negative covenant and revising the Maximum Consolidated Leverage Ratio (as defined in the Credit Agreement) to include a 4 5 leverage ratio through September 30, 20 9 after which the leverage ratio steps down to 4 0

Under the Credit Agreement, the Company is subject to a maximum consolidated leverage ratio and minimum consolidated interest coverage ratio at the end of each fiscal quarter. The Company's Consolidated Leverage Ratio was 3 4 at September 30, 20 9. The Company's Consolidated Interest Coverage Ratio was 4 9 at September 30, 20 9. As of September 30, 20 9, the Company was in compliance with the covenants of the Credit Agreement.

At September 30, 20 9 and 20 8, outstanding standby letters of credit totaled \$22 8 million and \$28 7 million, respectively, under the Company's revolving credit facilities. As of September 30, 20 9 and 20 8, the Company had \$,327 2 million and \$,32 3 million, respectively, available under its revolving credit facility.

2014 Senior Notes

On October 6, 20 4, the Company completed a private placement offering of \$800,000,000 aggregate principal amount of the unsecured 5 750% Senior Notes due 2022 (2022 Notes) and \$800,000,000 aggregate principal amount of the unsecured 5 875% Senior Notes due 2024 (the 2024 Notes and, together with the 2022 Notes, the 20 4 Senior Notes). On November 2, 20 5, the Company completed an exchange offer to exchange the unregistered 20 4 Senior Notes for registered notes, as well as all related guarantees. On March 6, 20 8, the Company redeemed all of the 2022 Notes at a redemption price that was 04 3 3% of the principal amount outstanding plus accrued and unpaid interest. The March 6, 20 8 redemption resulted in a \$34 5 million prepayment premium, which was included in interest expense.

As of September 30, 20 9, the estimated fair value of the 2024 Notes was approximately \$66 0 million. The fair value of the 2024 Notes as of September 30, 20 9 was derived by taking the mid point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2024 Notes.

At any time prior to July 5, 2024, the Company may redeem on one or more occasions all or part of the 2024 Notes at a redemption price equal to the sum of (i) 00% of the principal amount thereof, plus (ii) a "make whole" premium as of the date of the redemption, plus any accrued and unpaid interest to the date of redemption. In addition, on or after July 5, 2024, the 2024 Notes may be redeemed at a redemption price of 00% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption.

The indenture pursuant to which the 2024 Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide notices thereunder and provisions related to bankruptcy events. The indenture also contains customary negative covenants.

The Company was in compliance with the covenants relating to the 2024 Notes as of September 30, 20 9.

2017 Senior Notes

On February 2 , 20 7, the Company completed a private placement offering of \$,000,000,000 aggregate principal amount of its unsecured 5 25% Senior Notes due 2027 (the 20 7 Senior Notes) and used the proceeds to

immediately retire the remaining \$ 27.6 million outstanding on the then existing term loan B facility as well as repay \$600 million of the term loan A facility and \$250 million of the revolving credit facility under its Credit Agreement. On June 30, 2017, the Company completed an exchange offer to exchange the unregistered 2017 Senior Notes for registered notes, as well as related guarantees.

As of September 30, 2019, the estimated fair value of the 2017 Senior Notes was approximately \$,043 million. The fair value of the 2017 Senior Notes as of September 30, 2019 was derived by taking the mid point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2017 Senior Notes. Interest will be payable on the 2017 Senior Notes at a rate of 5.25% per annum. Interest on the 2017 Senior Notes is payable semi annually on March 5 and September 5 of each year, commencing on September 5, 2017. The 2017 Senior Notes will mature on March 5, 2027.

At any time and from time to time prior to December 5, 2026, the Company may redeem all or part of the 2017 Senior Notes, at a redemption price equal to 100% of their principal amount, plus a “make whole” premium as of the redemption date, and accrued and unpaid interest to the redemption date.

In addition, at any time and from time to time prior to March 5, 2020, the Company may redeem up to 35% of the original aggregate principal amount of the 2017 Senior Notes with the proceeds of one or more qualified equity offerings, at a redemption price equal to 105.25%, plus accrued and unpaid interest. Furthermore, at any time on or after December 5, 2026, the Company may redeem on one or more occasions all or part of the 2017 Senior Notes at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest.

The indenture pursuant to which the 2017 Senior Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide notices thereunder and provisions related to bankruptcy events. The indenture also contains customary negative covenants.

The Company was in compliance with the covenants relating to the 2017 Senior Notes as of September 30, 2019.

URS Senior Notes

In connection with the URS acquisition, the Company assumed the URS 3.85% Senior Notes due 2017 (2017 URS Senior Notes) and the URS 5.00% Senior Notes due 2022 (2022 URS Senior Notes), totaling \$ 0 billion (URS Senior Notes). The URS acquisition triggered change in control provisions in the URS Senior Notes that allowed the holders of the URS Senior Notes to redeem their URS Senior Notes at a cash price equal to 100% of the principal amount and, accordingly, the Company redeemed \$572.3 million of the URS Senior Notes on October 24, 2014. The remaining 2017 URS Senior Notes matured and were fully redeemed on April 3, 2017 for \$ 79.2 million using proceeds from a \$ 85 million delayed draw term loan A facility tranche under the Credit Agreement. The 2022 URS Senior Notes are general unsecured senior obligations of AECOM Global II, LLC as successor in interest to URS) and are fully and unconditionally guaranteed on a joint and several basis by some former URS domestic subsidiary guarantors.

As of September 30, 2019, the estimated fair value of the 2022 URS Senior Notes was approximately \$256.0 million. The carrying value of the 2022 URS Senior Notes on the Company’s Consolidated Balance Sheets as of September 30, 2019 was \$248 million. The fair value of the 2022 URS Senior Notes as of September 30, 2019 was derived by taking the mid point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2022 URS Senior Notes.

As of September 30, 2019, the Company were in compliance with the covenants relating to the 2022 URS Senior Notes.

Other Debt and Other Items

Other debt consists primarily of obligations under capital leases and loans, and unsecured credit facilities. The Company's unsecured credit facilities are primarily used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2019 and 2018, these outstanding standby letters of credit totaled \$470.9 million and \$486.4 million, respectively. As of September 30, 2019, the Company had \$473.2 million available under these unsecured credit facilities.

Effective Interest Rate

The Company's average effective interest rate on its total debt, including the effects of the interest rate swap agreements, during the years ended September 30, 2019, 2018 and 2017 was 4.8%, 4.6% and 4.6%, respectively.

Interest expense in the consolidated statements of operations for the year ended September 30, 2019 included amortization of deferred debt issuance costs for the year ended September 30, 2019, 2018 and 2017 was \$0.7 million, \$0.8 million and \$0.5 million, respectively.

9. Derivative Financial Instruments and Fair Value Measurements

The Company uses certain interest rate derivative contracts to hedge interest rate exposures on the Company's variable rate debt. The Company enters into foreign currency derivative contracts with financial institutions. The hedging program is not designated for trading or speculative purposes.

The Company recognizes derivative instruments as either assets or liabilities on the accompanying consolidated balance sheets at fair value. The Company records changes in the fair value (i.e., gains or losses) of the derivatives that have been designated as accounting hedges in the accompanying consolidated statements of operations as cost of revenue, interest expense or to accumulated other comprehensive loss in the accompanying consolidated balance sheets.

Cash Flow Hedges

The Company uses interest rate swap agreements designated as cash flow hedges to fix the variable interest rates on portions of the Company's debt. The Company also uses foreign currency contracts designated as cash flow hedges to hedge forecasted revenue transactions denominated in currencies other than the U.S. dollar. The Company initially reports any gain on the effective portion of a cash flow hedge as a component of accumulated other comprehensive loss. Depending on the type of cash flow hedge, the gain is subsequently reclassified to either interest expense when the interest expense on the variable rate debt is recognized, or to cost of revenue when the hedged revenues are recorded. If the hedged transaction becomes probable of not occurring, any gain or loss related to interest rate swap agreements or foreign currency contracts would be recognized in other income (expense). Further, the Company excludes the change in the time value of the foreign currency contracts from the assessment of hedge effectiveness. The Company records the premium paid or time value of a contract on the date of purchase as an asset. Thereafter, the Company recognizes any change to this time value in cost of revenue.

The notional principal in U.S. dollar (USD), Canadian dollar (CAD), and Australian dollar (AUD), fixed rates and related expiration dates of the Company's outstanding interest rate swap agreements were as follows:

September 30, 2019				
Notional Amount Currency	Notional Amount (in millions)	Fixed Rate	Expiration Date	
AUD	200.0	2.9%	February 2022	
CAD	400.0	2.49%	September 2022	
USD	200.0	2.60%	February 2023	

September 30, 2018				
Not onal Amount Currency	Not onal Amount (n m ll ons)	F xed Rate	Exp rat on Date	
AUD	200 0	2 9 %	February 202	
CAD	400 0	2 49 %	September 2022	
USD	200 0	2 60 %	February 2023	

The notional principal of outstanding foreign currency contracts to purchase AUD was AUD 23.2 million (or \$ 7.4 million) at September 30, 2019. The notional principal of outstanding foreign currency contracts to purchase AUD was AUD 65.2 million (or \$49 million) at September 30, 2018.

Other Foreign Currency Forward Contracts

The Company uses foreign currency forward contracts which are not designated as accounting hedges to hedge intercompany transactions and other monetary assets or liabilities denominated in currencies other than the functional currency of a subsidiary. Gains and losses on these contracts were not material for the years ended September 30, 2019, 2018 and 2017.

Fair Value Measurements

The Company's non pension financial assets and liabilities recorded at fair values relate to derivative instruments and were not material at September 30, 2019 or 2018.

See Note 7 for accumulated balances and reporting period activities of derivatives related to reclassifications out of accumulated other comprehensive income or loss for the years ended September 30, 2019, 2018 and 2017. Amounts recognized in accumulated other comprehensive loss from the Company's foreign currency options were immaterial for all years presented. Amounts reclassified from accumulated other comprehensive loss into income from the foreign currency options were immaterial for all years presented. Additionally, there were no material losses recognized in income due to amounts excluded from effectiveness testing from the Company's interest rate swap agreements.

10. Concentration of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash investments and trade receivables. The Company's cash balances and short term investments are maintained in accounts held by major banks and financial institutions located primarily in the U.S., Canada, Europe, Australia, Middle East and Hong Kong. If the Company extends significant credit to clients in a specific geographic area or industry, the Company may experience disproportionately high levels of default if those clients are adversely affected by factors particular to their geographic area or industry. Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base, including, in large part, governments, government agencies and quasi government organizations, and their dispersion across many different industries and geographies. See Note 4 regarding the Company's foreign revenues. In order to mitigate credit risk, the Company continually reviews the credit worthiness of its major private clients.

11. Leases

The Company and its subsidiaries are lessees in non cancelable leasing agreements for office buildings and equipment. The related payments are expensed on a straight line basis over the lease term, including, as applicable, any free rent period during which the Company has the right to use the asset. For leases with renewal options where the renewal is reasonably assured, the lease term, including the renewal period is used to determine the appropriate lease classification.

and to compute periodic rental expense. The following table presents, in millions, amounts payable under non cancelable operating lease commitments during the following fiscal years:

Year Ending September 30,	
2020	\$ 236.2
2021	98.3
2022	66.0
2023	3
2024	05.0
Thereafter	405.8
Total	<u>\$ 1,242.4</u>

Rent expense for leases for the years ended September 30, 2019, 2018 and 2017 was approximately \$258 million, \$268.5 million, and \$265.9 million, respectively. When the Company is required to restore leased facilities to original condition, provisions are made over the period of the lease.

12. Stockholders' Equity

Common Stock Units Common stock units are only redeemable for common stock. In the event of liquidation of the Company, holders of stock units are entitled to no greater rights than holders of common stock. See also Note 3.

Accelerated Share Repurchase In August 2018, the Company entered into an accelerated share repurchase (ASR) with JPMorgan Chase Bank, National Association (JPMorgan) to repurchase \$50 million of its common stock. During the quarter ended September 30, 2018, JPMorgan delivered 4.0 million shares to the Company, at which point the Company's shares outstanding were reduced and accounted for as a reduction to retained earnings. The initial share delivery represented the minimum amount of shares JPMorgan was contractually obligated to provide under the ASR agreement. The ASR completed on October 1, 2018, which resulted in the delivery of an additional 0.6 million shares to the Company from JPMorgan.

13. Share-Based Payments

Defined Contribution Plans Substantially all permanent domestic employees are eligible to participate in defined contribution plans provided by the Company. Under these plans, participants may make contributions into a variety of funds, including a fund that is fully invested in Company stock. Employees are not required to allocate any funds to Company stock; however, the Company does provide an annual Company match in AECOM shares. Employees may generally reallocate their account balances on a daily basis; however, employees classified as insiders are restricted under the Company's insider trading policy. Compensation expense relating to these employer contributions related to AECOM stock under defined contribution plans for fiscal years ended September 30, 2019, 2018 and 2017 was \$32.3 million, \$32.3 million, and \$32.9 million, respectively.

Stock Incentive Plans Under the 2016 Stock Incentive Plan, the Company has up to 6 million securities remaining available for future issuance as of September 30, 2019. Stock options may be granted to employees and non employee directors with an exercise price not less than the fair market value of the stock on the date of grant. Unexercised options expire seven years after date of grant.

During the three years in the period ended September 30, 20 9, option activity was as follows:

	Number of Opt ons (n m ll ons)	We ghted Average Exerc se Pr ce
Balance, September 30, 20 6	0 9	30 36
Granted		
Exercised	(0 2)	26 42
Cancelled		
Balance, September 30, 20 7	0 7	3
Granted		
Exercised	(0)	27 79
Cancelled		
Balance, September 30, 20 8	0 6	3 62
Granted		
Exercised		
Cancelled	(0 5)	(3 62)
Balance, September 30, 20 9	0	3 62
Exercisable as of September 30, 20 7	0	27 79
Exercisable as of September 30, 20 8		N/A
Exercisable as of September 30, 20 9	0	3 62

The aggregate intrinsic value of stock options exercised during the years ended September 30, 20 8 and 20 7 was \$0 9 million and \$ 2 million, respectively

The fair value of the Company's employee stock option awards is estimated on the date of grant. The expected term of awards granted represents the period of time the awards are expected to be outstanding. The risk free interest rate is based on U S Treasury bond rates with maturities equal to the expected term of the option on the grant date. The Company uses historical data as a basis to estimate the probability of forfeitures. No stock options were granted during the years ended September 30, 20 9 and 20 8.

The Company grants stock units to employees under its Performance Earnings Program (PEP), whereby units are earned and issued dependent upon meeting established cumulative performance objectives and vest over a three year service period. Additionally, the Company issues restricted stock units to employees which are earned based on service conditions. The grant date fair value of PEP awards and restricted stock unit awards is that day's closing market price of the Company's common stock. The weighted average grant date fair value of PEP awards was \$27 53, \$37 69, and \$38 5 during the years ended September 30, 20 9, 20 8 and 20 7, respectively. The weighted average grant date fair value of restricted stock unit awards was \$27 73, \$36 83, and \$37 96 during the years ended September 30, 20 9, 20 8 and 20 7, respectively. Total compensation expense related to these share based payments including stock options was \$63 8 million, \$73 million, and \$83 8 million during the years ended September 30, 20 9, 20 8 and 20 7, respectively. Unrecognized compensation expense related to total share based payments outstanding as of September 30, 20 9 and 20 8 was \$74 6 million and \$94 3 million, respectively, to be recognized on a straight line basis over the awards' respective vesting periods which are generally three years.

14. Income Taxes

Income (loss) before income taxes included (loss) income from domestic operations of \$255 6) million, \$3 7 9 million, and \$322 2 million for fiscal years ended September 30, 20 9, 20 8 and 20 7 and income (loss) from foreign operations of \$ 5 million, \$(40 4) million, and \$ 07 0 million for fiscal years ended September 30, 20 9, 20 8 and 20 7.

Income tax (benefit) expense was comprised of:

	Fiscal Year Ended		
	September 30, 2019	September 30, 2018	September 30, 2017
	(n m l l o n s)		
Current:			
Federal	\$ 9 2	\$ (22 4)	\$ 0 3
State	45 4	9 0	7 9
Foreign	43 2	47	29 3
Total current income tax expense (benefit)	97 8	(56 3)	57 5
Deferred:			
Federal	(67 0)	4 5	(8 3)
State	(4 7)	39 0	0 4
Foreign	0 8	(6 8)	(5 9)
Total deferred income tax (benefit) expense	(97 9)	36 7	(49 8)
Total income tax (benefit) expense	\$ (0)	\$ (9 6)	\$ 7 7

The major elements contributing to the difference between the U S federal statutory rate of 21 % for fiscal year ended September 30, 2019 and 24.5% and 35% for fiscal years ended September 30, 2018 and 2017, respectively, and the effective tax rate are as follows:

	Fiscal Year Ended					
	September 30, 2019		September 30, 2018		September 30, 2017	
	Amount	%	Amount	%	Amount	%
	(n m l l o n s)					
Tax at federal statutory rate	\$ (38 7)	21 0 %	\$ 43 5	24 5 %	\$ 50 3	35 0 %
State income tax, net of federal benefit	9 0	(4 9)	7 8	0 0	24 3	5 7
Impairment of goodwill, nondeductible for tax	82 7	(44 9)	33 9	9		
Foreign residual income	28 9	(5 7)	0 3	5 8	(9 2)	(2)
Nondeductible costs	9 2	(5 0)	3 5	9	5 8	4
Change in uncertain tax positions	6 0	(3 3)	(3 4)	(7 7)	9 5	2 2
Return to provision, primarily foreign tax credits	3 7	(2 0)	(8 5)	(0 4)		
Income tax credits and incentives	(47 6)	25 8	(37 2)	(2 0)	(56 8)	(3 2)
Valuation allowance	(20 3)	0	58 7	33	(5 2)	(9)
Exclusion of tax on non controlling interests	(6 3)	8 9	(4 9)	(8 4)	(28 2)	(6 6)
Foreign tax rate differential	(4 8)	2 6	(6)	(0 9)	(9 2)	(4 5)
Audit settlement	(4 6)	2 5	(27 7)	(5 6)		
Tax exempt income	(3 9)	2	(7 4)	(4 2)	(7 9)	(4 2)
Impact of changes in tax law	(5)	0 8	(47 8)	(26 9)		
Other items, net	(9)	2	(0 8)	(0 4)	0 3	
Total income tax expense (benefit)	\$ (0)	0 %	\$ (9 6)	() %	\$ 7 7	8 %

During fiscal 2018, the Company recorded a valuation allowance of \$38 million against foreign tax credits related to deferred tax assets in the U S. In its determination of the realizability of its deferred tax assets, the Company evaluated positive evidence consisting of forecasts of foreign tax credit utilization against future foreign source income, earnings trends over a sustainable period, positive economic conditions in the industries the Company operates in, possible prudent and feasible tax planning strategies (net of costs to implement the tax planning strategies) and actual usage of foreign tax credit carryforwards. The Company also evaluated negative evidence consisting of significant foreign tax credits and U S tax law changes that restrict the usage of foreign tax credits. This evaluation was conducted on a tax jurisdictional basis or legal entity basis, as applicable, and based on the weighing of all positive and negative evidence, a determination was made as to the realizability of the deferred tax assets on that same basis. During fiscal 2019, the Company revaluated the valuation allowance based on positive evidence and negative evidence including new positive evidence related to the issuance of regulations during the first quarter related to *The Tax Cuts and Jobs Act* (Tax Act) and

forecasting the utilization of the foreign tax credits within the foreseeable future. Based on the weighing of all positive and negative evidence the Company determined that a valuation allowance was no longer needed and released the valuation allowance resulting in a tax benefit of \$38 million.

During fiscal 2018, President Trump signed what is commonly referred to as *The Tax Cuts and Jobs Act* (the Tax Act) into law. The Tax Act reduced the Company's U.S. federal corporate tax rate from 35% to a blended tax rate of 24.5% for its fiscal year ending September 30, 2018 and 21% for fiscal years thereafter, required companies to pay a one-time transition tax on accumulated earnings of foreign subsidiaries, created new taxes on foreign-sourced earnings and eliminated or reduced deductions.

During fiscal 2018, the Company recorded a \$32.0 million provisional tax benefit related to the remeasurement of its U.S. deferred tax assets and liabilities based on the rates at which they are expected to reverse in the future, which is generally 21%. In addition, the Company released the deferred tax liability and recorded a tax benefit related to foreign subsidiaries for which the undistributed earnings are not intended to be reinvested indefinitely for \$79.8 million and accrued \$64 million of tax expense related to the one-time transition tax. During fiscal 2019, the Company completed the calculation of the total foreign earnings and profits of foreign subsidiaries and recorded a tax benefit of \$5 million.

During fiscal 2018, the Company effectively settled a U.S. federal income tax examination for URS pre-acquisition tax years 2012, 2013 and 2014 and recorded a benefit of \$27.7 million related to various adjustments, in addition to the favorable settlement for R&D credits of \$26.2 million recorded in the second quarter of 2018. The Company is currently under tax audit in several jurisdictions including the U.S. and believes the outcomes which are reasonably possible within the next twelve months, including lapses in statutes of limitations, could result in adjustments, but will not result in a material change in the liability for uncertain tax positions.

During fiscal 2018, the Company restructured certain operations in Canada which resulted in a release of a valuation allowance of \$3 million. Certain operations in Canada continue to forecast losses and the valuation allowances could be reduced if the earnings trends reverse.

Generally, the Company would reverse its valuation allowance in a particular tax jurisdiction if the positive evidence examined, such as projected and sustainable earnings or a tax planning strategy that allows for the usage of the deferred tax asset, is sufficient to overcome significant negative evidence, such as large net operating loss carryforwards or a cumulative history of losses in recent years. In the United States, the valued deferred tax assets have a restricted life or use under relevant tax law and, therefore, it is unlikely that the valuation allowance related to these assets will reverse. In addition, the Company is continually investigating tax planning strategies that, if prudent and feasible, may be implemented to realize a deferred tax asset that would otherwise expire unutilized. The identification and internal/external approval (as relevant) of such a prudent and feasible tax planning strategy could cause a reduction in the valuation allowance.

The deferred tax assets (liabilities) are as follows:

	Fiscal Year Ended	
	September 30, 2019	September 30, 2018
	(in millions)	
Deferred tax assets:		
Compensation and benefit accruals not currently deductible	\$ 32.9	\$ 08.3
Net operating loss carryforwards	228.2	252.4
Self insurance reserves	2.9	3.5
Research and experimentation and other tax credits	20.5	78
Pension liability	05	88.2
Accrued liabilities	25.4	63.4
Other	28.8	27.8
Total deferred tax assets	753.8	73.7
Deferred tax liabilities:		
Unearned revenue	(06.9)	(2.)
Depreciation and amortization	(78.5)	(35.9)
Acquired intangible assets	(49.6)	(56.0)
Investment in subsidiaries	(08.7)	(09.5)
Total deferred tax liabilities	(343.7)	(422.5)
Valuation allowance	(69.)	(97.)
Net deferred tax assets	\$ 24.0	\$ 2

As of September 30, 2019, the Company has available unused state and foreign net operating loss (NOL) carryforwards of \$654.2 million and \$945.8 million, respectively, which expire at various dates over the next several years; the federal NOL carryforwards and some foreign NOL carryforwards never expire. In addition, as of September 30, 2019, the Company has unused federal and state research and development credits of \$77.6 million and \$40.3 million, respectively, and California Enterprise Zone Tax Credits of \$6.8 million which expire at various dates over the next several years.

As of September 30, 2019 and 2018, gross deferred tax assets were \$753.8 million and \$73.7 million, respectively. The Company has recorded a valuation allowance of \$69 million and \$97 million at September 30, 2019 and 2018, respectively, primarily related to foreign tax credits, state and foreign net operating loss carryforwards and credits and deferred tax assets related to certain pension obligations (primarily in the United Kingdom and Canada). The Company has performed an assessment of positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry back years if carry back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Although realization is not assured, based on the Company's assessment, the Company has concluded that it is more likely than not that the remaining gross deferred tax asset (exclusive of deferred tax liabilities) of \$584.7 million will be realized and, as such, no additional valuation allowance has been provided. The net decrease in the valuation allowance of \$28.0 million is primarily attributable to the release of a valuation allowance of \$38 million for foreign tax credits and the utilization of \$6.0 million of foreign net operating loss carryforwards in the current year, partially offset by increases in valuation allowances for unbenefitable losses.

Generally, the Company does not provide for U.S. taxes or foreign withholding taxes on gross book tax differences in its non-U.S. subsidiaries because such basis differences of approximately \$8 billion are able to and intended to be reinvested indefinitely. If these basis differences were distributed, foreign tax credits could become available under current law to partially or fully reduce the resulting U.S. income tax liability. There may also be additional U.S. or foreign income tax liability upon repatriation, although the calculation of such additional taxes is not practicable.

As of September 30, 2019 and 2018, the Company had a liability for unrecognized tax benefits, including potential interest and penalties, net of related tax benefit, totaling \$75.4 million and \$7.9 million, respectively. The gross unrecognized tax benefits as of September 30, 2019 and 2018 were \$62.4 million and \$60.0 million, respectively, excluding interest, penalties, and related tax benefit. Of the \$62.4 million, approximately \$45.2 million would be included in the effective tax rate if recognized. A reconciliation of the beginning and ending amount of gross unrecognized tax benefits is as follows:

	Fiscal Year Ended	
	September 30, 2019	September 30, 2018
	(in millions)	
Balance at the beginning of the year	\$ 60.0	\$ 0.2
Gross increase in current period's tax positions	3.4	4.0
Gross increase in prior years' tax positions	0.8	2.2
Gross decrease in prior years' tax positions	(0)	(4.4)
Decrease due to settlement with tax authorities		(3.9)
Decrease due to lapse of statute of limitations		(.7)
Gross change due to foreign exchange fluctuations	(0.8)	(0.3)
Balance at the end of the year	\$ 62.4	\$ 60.0

The Company classifies interest and penalties related to uncertain tax positions within the income tax expense line in the accompanying consolidated statements of operations. As of September 30, 2019, the accrued interest and penalties were \$20.3 million and \$4.3 million, respectively, excluding any related income tax benefits. At September 30, 2018, the accrued interest and penalties were \$5.5 million and \$4 million, respectively, excluding any related income tax benefits.

The Company files income tax returns in numerous tax jurisdictions, including the U.S., and numerous U.S. states and non-U.S. jurisdictions around the world. The statute of limitations varies by jurisdiction in which the Company operates. Because of the number of jurisdictions in which the Company files tax returns, in any given year the statute of limitations in certain jurisdictions may expire without examination within the 2-month period from the balance sheet date.

While it is reasonably possible that the total amounts of unrecognized tax benefits could significantly increase or decrease within the next twelve months, an estimate of the range of possible change cannot be made.

15. Earnings Per Share

Basic earnings per share (EPS) excludes dilution and is computed by dividing net income attributable to AECOM by the weighted average number of common shares outstanding for the period. Diluted EPS is computed by dividing net income attributable to AECOM by the weighted average number of common shares outstanding and potential common shares for the period. The Company includes as potential common shares the weighted average dilutive effects of equity awards using the treasury stock method. For the periods presented, equity awards excluded from the calculation of potential common shares were not significant. The computation of diluted loss per share for the year ended September 30, 2019 excludes 2.7 million of potential common shares due to their antidilutive effect.

The following table sets forth a reconciliation of the denominators of basic and diluted earnings per share:

	Fiscal Year Ended		
	September 30, 2019	September 30, 2018	September 30, 2017
	(in millions)		
Denominator for basic earnings per share	57.0	59	55.7
Potential common shares		3.2	3.4
Denominator for diluted earnings per share	57.0	62.3	59

16. Other Financial Information

Accrued expenses and other current liabilities consist of the following:

	Fiscal Year Ended	
	September 30, 2019	September 30, 2018
	(in millions)	
Accrued salaries and benefits	\$,020.7	\$,035.9
Accrued contract costs	9.3	86.0
Other accrued expenses	455.8	370.0
	<u>\$ 2,390.4</u>	<u>\$ 2,267.0</u>

Accrued contract costs above include balances related to professional liability accruals of \$573.4 million and \$59.5 million as of September 30, 2019 and 2018, respectively. The remaining accrued contract costs primarily relate to costs for services provided by subcontractors and other non employees. Liabilities recorded related to accrued contract losses were not material as of September 30, 2019 and 2018. The Company did not have material revisions to estimates for contracts where revenue is recognized using the percentage of completion method during the twelve months ended September 30, 2019. In the first quarter of fiscal 2019, the Company commenced a restructuring plan to improve profitability. The Company incurred restructuring expenses of \$95.4 million, including personnel and other costs of \$73.3 million and real estate costs of \$22 million during the year ended September 30, 2019, of which \$26.5 million was accrued and unpaid at September 30, 2019. In connection with this restructuring plan, the Company evaluated its real estate portfolio to better align with the ongoing business. The Company identified certain long lived assets that were no longer recoverable, and recorded an impairment of \$27.4 million in impairment of long lived assets, including goodwill during the fourth quarter of fiscal 2019. Fair value of the long lived assets was determined primarily using Level 3 inputs, such as discounted cash flows.

During the twelve months ended September 30, 2016, the Company recorded revenue related to the expected accelerated recovery of a pension related entitlement from the federal government of approximately \$50 million. The entitlement resulted from pension costs that are reimbursable through certain government contracts in accordance with Cost Accounting Standards. The accelerated recognition resulted from an amendment to freeze pension benefits under URS Federal Services, Inc Employees Retirement Plan. During the year ended September 30, 2019, the Company entered into an agreement with the federal government to settle substantially all of the entitlement.

17. Reclassifications out of Accumulated Other Comprehensive Loss

The accumulated balances and reporting period activities for the years ended September 30, 2019, 2018 and 2017 related to reclassifications out of accumulated other comprehensive loss are summarized as follows (in millions):

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Gain on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2017	\$ (28.9)	\$ (48.4)	\$ (0.4)	\$ (700.7)
Other comprehensive income (loss) before reclassification	69.9	(83.8)	0.7	(3.2)
Amounts reclassified from accumulated other comprehensive loss	9.7		0.9	0.6
Balances at September 30, 2018	<u>\$ (202.3)</u>	<u>\$ (502.2)</u>	<u>\$ 2.0</u>	<u>\$ (703.3)</u>

	Pens on Related Adjustments	Fore gn Currency Translat on Adjustments	Loss on Der vat ve Instruments	Accumulated Other Comprehens ve Loss
Balances at September 30, 20 8	\$ (202 3)	\$ (502 2)	\$ 2	\$ (703 3)
Other comprehensive income (loss) before reclassification	(07 2)	(46 5)	(7 2)	(70 9)
Amounts reclassified from accumulated other comprehensive loss	6 8		3 2	0 0
Balances at September 30, 20 9	<u>\$ (302 7)</u>	<u>\$ (548 7)</u>	<u>\$ (2 8)</u>	<u>\$ (864 2)</u>

18. Commitments and Contingencies

The Company records amounts representing its probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. The Company relies in part on qualified actuaries to assist it in determining the level of reserves to establish for insurance related claims that are known and have been asserted against it, and for insurance related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to the Company's claims administrators as of the respective balance sheet dates. The Company includes any adjustments to such insurance reserves in its consolidated results of operations. The Company's reasonably possible loss disclosures are presented on a gross basis prior to the consideration of insurance recoveries. The Company does not record gain contingencies until they are realized. In the ordinary course of business, the Company may not be aware that it or its affiliates are under investigation and may not be aware of whether or not a known investigation has been concluded.

In the ordinary course of business, the Company may enter into various arrangements providing financial or performance assurance to clients, lenders, or partners. Such arrangements include standby letters of credit, surety bonds, and corporate guarantees to support the creditworthiness or the project execution commitments of its affiliates, partnerships and joint ventures. Performance arrangements typically have various expiration dates ranging from the completion of the project contract and extending beyond contract completion in certain circumstances such as for warranties. The Company may also guarantee that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, the Company may incur additional costs, pay liquidated damages or be held responsible for the costs incurred by the client to achieve the required performance standards. The potential payment amount of an outstanding performance arrangement is typically the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) may be required to complete those activities.

At September 30, 20 9, the Company was contingently liable in the amount of approximately \$493.7 million in issued standby letters of credit and \$4.8 billion in issued surety bonds primarily to support project execution.

In the ordinary course of business, the Company enters into various agreements providing financial or performance assurances to clients on behalf of certain unconsolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities.

The Company's investment adviser jointly manages, sponsors and owns equity interest in the AECOM Canyon Equity Fund, L.P. (the "Fund"), in which the Company has an ongoing capital commitment to fund investments. At September 30, 20 9, the Company has capital commitments of \$35 million to the Fund over the next 0 years.

In addition, in connection with the investment activities of AECOM Capital, the Company provides guarantees of certain obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations and other lender required guarantees.

Department of Energy Deactivation, Demolition, and Removal Project

Washington Group International, an Ohio company, the former name of one of the Company's wholly owned subsidiaries (AECOM E&C) executed a cost reimbursable task order with the Department of Energy (DOE) in 2007 to

provide deactivation, demolition and removal services at a New York State project site that, during 20 0, experienced contamination and performance issues and remains uncompleted. In February 20 , AECOM E&C and the DOE executed a Task Order Modification that changed some cost reimbursable contract provisions to at risk. The Task Order Modification, including subsequent amendments, required the DOE to pay all project costs up to \$ 06 million, required AECOM E&C and the DOE to equally share in all project costs incurred from \$ 06 million to \$ 46 million, and required AECOM E&C to pay all project costs exceeding \$ 46 million.

Due to unanticipated requirements and permitting delays by federal and state agencies, as well as delays and related ground stabilization activities caused by Hurricane Irene in 20 , AECOM E&C has been required to perform work outside the scope of the Task Order Modification. In December 20 4, AECOM E&C submitted claims against the DOE pursuant to the Contracts Disputes Acts seeking recovery of \$ 03 million, including additional fees on changed work scope. AECOM E&C has incurred additional project costs outside the scope of the contract as a result of differing site and ground conditions and intends to submit additional formal claims against the DOE.

Due to significant delays and uncertainties about responsibilities for the scope of remaining work, final project completion costs and other associated costs have exceeded \$ 00 million over the contracted and claimed amounts. AECOM E&C assets and liabilities, including the value of the above costs and claims, were measured at their fair value on October 7, 20 4, the date the Company acquired AECOM E&C's parent company, which measurement has been reevaluated to account for developments pertaining to this matter. Deconstruction and decommissioning activities are completed and site restoration activities are completed. AECOM E&C increased its receivable during the quarter ended September 30, 20 9. Such amount is included in the significant claims discussed in Note 4.

AECOM E&C can provide no certainty that it will recover the claims submitted against the DOE in December 20 4, any future claims or any other project costs after December 20 4 that AECOM E&C may be obligated to incur, which could have a material adverse effect on the Company's results of operations.

SR-91

One of the Company's wholly owned subsidiaries, URS Corporation, a Nevada corporation, entered into a partial fixed cost and partial time and material design agreement in 20 2 with a design build contractor for a state route highway construction project in Riverside County and Orange County, California. On April , 20 7, URS Corporation filed an \$ 8.2 million amended complaint in the Superior Court of California against the design build contractor for its failure to pay for services performed under the design agreement. On July 3, 20 7, the design build contractor filed an amended cross complaint against URS Corporation and the Company in Superior Court alleging breaches of contract, negligent interference and professional negligence pertaining to URS Corporation's performance of design services under the design agreement, seeking purported damages of \$70 million. On May 4, 20 8, the design build contractor dismissed its claims for negligent interference. On May 24, 20 8, URS Corporation filed an \$ 9 million second amended complaint in Superior Court against the design build contractor for its failure to pay for services performed under the design agreement. Jury trial commenced in Superior Court on July , 20 9 and concluded on October , 20 9. At the time of trial, URS was owed and claimed \$4.9 million against the design build contractor, while the contractor counterclaimed for \$ 03.7 million against URS Corporation and the Company. The jury issued a unanimous verdict awarding URS Corporation \$4.9 million and awarding the design build contractor \$2.7 million.

URS Corporation and AECOM cannot provide assurances that URS Corporation will be successful in the recovery of the amounts owed to it under the design agreement or in their defense against the amounts alleged under the cross complaint that they believe are without merit and that they intend to continue to vigorously defend against in any further proceedings. The potential range of loss in excess of any current accrual cannot be reasonably estimated at this time primarily because the matter involves complex factual and legal issues; there is uncertainty regarding damages, including due to liability of and payments, by third parties; and the post trial proceedings are ongoing.

New York Department of Environmental Conservation

The following separate matters pertain to government environmental allegations against one of the Company's wholly owned subsidiaries, AECOM USA, Inc

- In September 20 7, AECOM USA, Inc was advised by the New York State Department of Environmental Conservation (DEC) of allegations that it committed environmental permit violations pursuant to the New York Environmental Conservation Law (ECL) associated with AECOM USA, Inc 's oversight of a stream restoration project for Schoharie County which could result in substantial penalties if calculated under the ECL's maximum civil penalty provisions AECOM USA, Inc disputes this claim and intends to continue to defend this matter vigorously; however, AECOM USA, Inc cannot provide assurances that it will be successful in these efforts The potential range of loss in excess of any current accrual cannot be reasonably estimated at this time primarily because the matter involves complex and unique environmental and regulatory issues; the project site involves the oversight and involvement of various local, state and federal government agencies; there is substantial uncertainty regarding any alleged damages; and the matter is in its preliminary stage of the government's claims and any negotiations of a consent order or other resolution
- In December 20 8, AECOM USA, Inc was advised by DEC of allegations that, during AECOM USA, Inc 's oversight of a remedial construction project in Poughkeepsie, New York, sheen escaped a containment boom line near the east bank of the Hudson River without proper notification to DEC and an unapproved dispersant was sprayed onto the Hudson River to control odors in violation of ECL AECOM USA, Inc denies these allegations but is working cooperatively with DEC to resolve the matter through a consent order

Refinery Turnaround Project

AECOM E&C entered into an agreement to perform turnaround maintenance services during a planned shutdown at a refinery in Montana in December 20 7 The turnaround project was completed in February 20 9 Due to circumstances outside of AECOM E&C's control, including client directed changes and delays and the refinery's condition, AECOM E&C performed additional work outside of the original contract over \$90 million In March 20 9, the refinery owner sent a letter to AECOM E&C alleging it incurred approximately \$79 million in damages due to AECOM E&C's project performance In April 20 9, AECOM E&C filed and perfected a \$ 32 million construction lien against the refinery owner for unpaid labor and materials costs In August 20 9, following a subcontractor complaint filed in the Thirteen Judicial District Court of Montana asserting claims against the refinery owner and AECOM E&C, the refinery owner crossclaimed against AECOM E&C and the subcontractor In October 20 9, following the subcontractor's dismissal of its claims, AECOM E&C removed the matter to federal court and cross claimed against the refinery owner for approximately \$ 44 million The Company's receivable relating to this claim is included within the significant claims discussed in Note 4, Revenue Recognition, to the financial statements included in this report

AECOM E&C intends to vigorously prosecute and defend this matter; however, AECOM E&C cannot provide assurance that it will be successful in these efforts The resolution of this matter and any potential range of loss cannot be reasonably determined or estimated at this time, primarily because the matter raises complex legal issues that AECOM E&C is continuing to assess

19. Reportable Segments and Geographic Information

The Company's operations are organized into four reportable segments: Design and Consulting Services (DCS), Construction Services (CS), Management Services (MS), and AECOM Capital (ACAP) During the third quarter of fiscal 20 7, operating activities of ACAP achieved a level of significance sufficient to warrant disclosure as a separate reportable segment Prior to the third quarter of fiscal 20 7, ACAP's operating results were included in the corporate segment, and comparable periods were reclassified to reflect the change The Company's DCS reportable segment delivers planning, consulting, architectural, and engineering design services, program management and construction management for industrial, commercial, institutional and government clients worldwide The Company's CS reportable segment provides construction, program and construction management services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas The Company's MS reportable segment provides program and

[Table of Contents](#)

facilities management, environmental management, training, logistics, consulting, systems engineering and technical assistance, and systems integration and information technology, primarily for agencies of the U.S. government. The Company's ACAP segment primarily invests in and develops real estate projects. These reportable segments are organized by the types of services provided, the differing specialized needs of the respective clients, and how the Company manages its business. The Company has aggregated various operating segments into its reportable segments based on their similar characteristics, including similar long term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

The following tables set forth summarized financial information concerning the Company's reportable segments:

Reportable Segments:	Design and Consulting Services	Construction Services	Management Services	AECOM Capital	Corporate	Total
(in millions)						
Fiscal Year Ended September 30, 2019:						
Revenue	\$ 8,268.2	\$ 7,778.8	\$ 4.8	\$ 8.2	\$	\$ 20,733
Gross profit	545.9	55.4	203.9	8.2		834
Equity in earnings of joint ventures	8.0	36.5	8.8	7.7		8.0
General and administrative expenses				(4.9)	(43.2)	(48)
Restructuring costs					(95.4)	(95.4)
Gain (loss) on disposal activities	3.6	(7.4)	(6.6)			(0.4)
Impairment of long lived assets, including goodwill	(5.2)	(590.5)			(9.7)	(654)
Operating income (loss)	552.3	(506.0)	206	2.0	(248.3)	25
Segment assets	7,363	3,804.0	2,648.7	97.8	674.8	4,466
Gross profit as a % of revenue	6.6%	0.7%	5.0%			4.0%
Fiscal Year Ended September 30, 2018:						
Revenue	\$ 8,223	\$ 8,238.9	\$ 3,693.5	\$	\$	\$ 20,555
Gross profit	439.2	40.4	7.0			650.6
Equity in earnings of joint ventures	5.8	2.5	28.6	5.2		8
General and administrative expenses				(2)	(24.5)	(35.7)
Loss on disposal activities		(2.9)				(2.9)
Impairment of assets held for sale, including goodwill		(68.2)				(68.2)
Operating income (loss)	455.0	(09.2)	99.6	4.0	(24.5)	424.9
Segment assets	7,038	4,220	2,702	40.6	635	4,68
Gross profit as a % of revenue	5.3%	0.5%	4.6%			3.2%
Fiscal Year Ended September 30, 2017:						
Revenue	\$ 7,566.8	\$ 7,295.6	\$ 3,340	\$	\$	\$ 8,203.4
Gross profit	394.8	92.9	96.0			683.7
Equity in earnings of joint ventures	6.4	22.4	45	57.7		4.6
General and administrative expenses				(8.7)	(24.7)	(33.4)
Gain on disposal activities	0.6					0.6
Acquisition and integration expenses					(38.7)	(38.7)
Operating income	4.8	5.3	24	49.0	(63.4)	653.8
Segment assets	6,992.6	4,45	2,704.6	99	386.2	4,397.0
Gross profit as a % of revenue	5.2%	3%	5.9%			3.8%

Geographic Information:

Long-Lived Assets	Fiscal Year Ended		
	September 30, 2019	September 30, 2018	September 30, 2017
	(in millions)		
Americas	4,473	5,357.8	5,379.4
Europe, Middle East, Africa	,797.2	,759.5	,78
Asia Pacific	42.5	369.2	382.9
Total	6,682.8	7,486.5	7,543.4

Long lived assets consist of noncurrent assets excluding deferred tax assets

20. Major Clients

Other than the U.S. federal government, no single client accounted for 10% or more of the Company's revenue in any of the past five fiscal years. Approximately 26%, 23%, and 22% of the Company's revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2019, 2018 and 2017, respectively. One of these contracts accounted for approximately 3%, 2%, and 3% of the Company's revenue in the years ended September 30, 2019, 2018 and 2017, respectively.

21. Quarterly Financial Information - Unaudited

In the opinion of management, the following unaudited quarterly data reflects all adjustments necessary for a fair statement of the results of operations. All such adjustments are of a normal recurring nature.

Fiscal Year 2019:	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in millions, except per share data)			
Revenue	\$ 5,037.5	\$ 5,040.0	\$ 4,980.2	\$ 5,156.6
Cost of revenue	4,866.9	4,844.6	4,771.0	4,877.4
Gross profit	170.6	195.4	209.2	279.2
Equity in earnings of joint ventures	2.5	25.9	28.6	4.0
General and administrative expenses	(35.9)	(37.4)	(37.5)	(37.3)
Restructuring costs	(63.3)	(15.9)		(16.2)
Loss on disposal activities			(7.4)	(3.0)
Impairment of long lived assets, including goodwill				(65.4)
Income (loss) from operations	83.9	68.0	92.9	(49.7)
Other income	3.6	4.3	4.8	4
Interest expense	(56.0)	(57.9)	(55.7)	(56.4)
Income (loss) before income tax (benefit) expense	3.5	4.4	42.0	(472.0)
Income tax (benefit) expense	(33.6)	20.9	36.6	(24.0)
Net income (loss)	65	93.5	05.4	(448.0)
Noncontrolling interest in income of consolidated subsidiaries, net of tax	(3.6)	(5.6)	(2.7)	(26.2)
Net income (loss) attributable to AECOM	\$ 5.5	\$ 77.9	\$ 83.7	\$ (474.2)
Net income (loss) attributable to AECOM per share:				
Basic	\$ 0.33	\$ 0.50	\$ 0.53	\$ (3.0)
Diluted	\$ 0.32	\$ 0.49	\$ 0.52	\$ (3.0)
Weighted average common shares outstanding:				
Basic	56.4	56.6	57.4	57.7
Diluted	59.6	58.4	59.8	57.7

Fiscal Year 2018:	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in millions, except per share data)			
Revenue	\$ 4,908	\$ 4,790.9	\$ 5,480	\$ 5,305.8
Cost of revenue	4,774.6	4,649.7	4,962.8	5,178
Gross profit	36.2	4.2	85.2	88.0
Equity in earnings of joint ventures	29.7	3	2.8	25.5
General and administrative expenses	(34.7)	(30.2)	(35)	(35.7)
Loss on disposal activities			(2)	(0.8)
Impairment of assets held for sale, including goodwill		(68.2)		
Income (loss) from operations	3.2	(44)	60.8	77.0
Other income	2.3	2.5	2.7	2.6
Interest expense	(56.2)	(100.5)	(55.3)	(55.5)
Income (loss) before income tax (benefit) expense	77.3	(32)	08.2	24
Income tax (benefit) expense	(47)	(24.4)	33	8.7
Net income (loss)	24.4	(107.7)	75	05.4
Noncontrolling interest in income of consolidated subsidiaries, net of tax	(3)	(20)	(42)	(2.4)
Net income (loss) attributable to AECOM	\$ 3	\$ (9.7)	\$ 60.9	\$ 84.0
Net income (loss) attributable to AECOM per share:				
Basic	\$ 0.70	\$ (0.75)	\$ 0.38	\$ 0.53
Diluted	\$ 0.69	\$ (0.75)	\$ 0.37	\$ 0.52
Weighted average common shares outstanding:				
Basic	57.9	59.5	60.4	58.6
Diluted	6.8	59.5	63.2	6.8

22. Condensed Consolidating Financial Information

In connection with the registration of the Company's 2014 Senior Notes that were declared effective by the SEC on September 29, 2015, AECOM became subject to the requirements of Rule 3-0 of Regulation S-X regarding financial statements of guarantors and issuers of guaranteed securities. Both the 2014 Senior Notes and the 2017 Senior Notes are fully and unconditionally guaranteed on a joint and several basis by certain of AECOM's directly and indirectly 100% owned subsidiaries (the Subsidiary Guarantors). Other than customary restrictions imposed by applicable statutes, there are no restrictions on the ability of the Subsidiary Guarantors to transfer funds to AECOM in the form of cash dividends, loans or advances.

The following condensed consolidating financial information, which is presented for AECOM, the Subsidiary Guarantors on a combined basis and AECOM's non guarantor subsidiaries on a combined basis, is provided to satisfy the disclosure requirements of Rule 3-0 of Regulation S-X.

Condensed Consolidating Balance Sheets
(in millions)
September 30, 2019

	Parent	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Total
ASSETS					
CURRENT ASSETS					
To all cash and cash equivalents	\$ 129.3	\$ 315.6	\$ 635.5	\$	\$ 1,080.4
Accounts receivable and contract assets net		2,651.8	3,125.9		5,777.7
Intercompany receivable	1,164.7	163.9	176.0	(1,504.6)	
Prepaid expenses and other current assets	52.5	270.1	304.8		627.4
Income taxes receivable	13.7		35.4		49.1
TOTAL CURRENT ASSETS	1,360.2	3,401.4	4,277.6	(1,504.6)	7,534.6
PROPERTY AND EQUIPMENT NET	193.0	179.1	187.3		559.4
DEFERRED TAX ASSETS NET	152.8	45.6	142.1	(95.2)	245.3
INVESTMENTS IN CONSOLIDATED SUBSIDIARIES	5,740.8	1,611.2		(7,352.0)	
INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES	9.9	41.6	353.7		405.2
GOODWILL		3,193.4	2,081.9		5,275.3
INTANGIBLE ASSETS NET		172.3	60.7		233.0
OTHER NON-CURRENT ASSETS	33.1	43.5	132.2		208.8
TOTAL ASSETS	\$ 7,489.8	\$ 8,688.1	\$ 7,235.5	\$ (8,951.8)	\$ 14,461.6
LIABILITIES AND STOCKHOLDERS' EQUITY					
CURRENT LIABILITIES					
Short-term debt	\$ 21.8	\$	\$ 26.0	\$	\$ 47.8
Accounts payable	50.2	1,946.1	958.4		2,954.7
Accrued expenses and other current liabilities	108.0	1,012.1	1,270.3		2,390.4
Income taxes payable	23.6		36.0		59.6
Intercompany payable	116.1	873.9	649.5	(1,639.5)	
Contract liabilities		318.8	621.1		939.9
Current portion of long-term debt	12.6	14.8	42.0		69.4
TOTAL CURRENT LIABILITIES	332.3	4,165.7	3,603.3	(1,639.5)	6,461.8
OTHER LONG-TERM LIABILITIES	130.7	288.2	391.4		810.3
DEFERRED TAX LIABILITY NET			99.5	(95.2)	4.3
NOTE PAYABLE INTERCOMPANY NON CURRENT	872.6		467.5	(1,340.1)	
LONG TERM DEBT	2,468.9	290.1	526.8		3,285.8
TOTAL LIABILITIES	3,804.5	4,744.0	5,088.5	(3,074.8)	10,562.2
TOTAL AECOM STOCKHOLDERS' EQUITY	3,685.3	3,944.1	1,938.2	(5,877.0)	3,690.6
Noncontrolling interests			208.8		208.8
TOTAL STOCKHOLDERS' EQUITY	3,685.3	3,944.1	2,147.0	(5,877.0)	3,899.4
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 7,489.8	\$ 8,688.1	\$ 7,235.5	\$ (8,951.8)	\$ 14,461.6

Condensed Consolidating Balance Sheets
(in millions)
September 30, 2018

	Parent	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Total
ASSETS					
CURRENT ASSETS					
To all cash and cash equivalents	\$ 22.0	\$ 270.9	\$ 593.8	\$	\$ 886.7
Accounts receivable and contract assets net		2,544.7	2,924.1		5,468.8
Inventory	951.1	84.9	157.9	(1,193.9)	
Prepaid expenses and other current assets	52.9	331.6	200.7		585.2
Current assets held for sale			59.8		59.8
Income taxes receivable	84.6		42.2		126.8
TOTAL CURRENT ASSETS	1,110.6	3,232.1	3,978.5	(1,193.9)	7,127.3
PROPERTY AND EQUIPMENT NET	202.6	217.3	194.2		614.1
DEFERRED TAX ASSETS NET	134.0		150.0	(124.6)	159.4
INVESTMENTS IN CONSOLIDATED SUBSIDIARIES	6,364.1	1,912.0		(8,276.1)	
INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES	13.4	49.6	247.7		310.7
GOODWILL		3,392.7	2,528.4		5,921.1
INTANGIBLE ASSETS NET		218.6	101.3		319.9
OTHER NON-CURRENT ASSETS	49.9	45.6	133.1		228.6
TOTAL ASSETS	\$ 7,874.6	\$ 9,067.9	\$ 7,333.2	\$ (9,594.6)	\$ 14,681.1
LIABILITIES AND STOCKHOLDERS' EQUITY					
CURRENT LIABILITIES					
Short-term debt	\$ 8.4	\$	\$	\$	\$ 8.4
Accounts payable	53.6	1,616.7	1,055.7		2,726.0
Accrued expenses and other current liabilities	58.8	1,035.6	1,172.7		2,267.1
Income taxes payable	10.4		29.4		39.8
Inventory payable	105.5	830.8	416.9	(1,353.2)	
Contract liabilities	1.5	316.1	613.8		931.4
Current liabilities held for sale			22.3		22.3
Current portion of long-term debt	43.3	27.0	64.4		134.7
TOTAL CURRENT LIABILITIES	281.5	3,826.2	3,375.2	(1,353.2)	6,129.7
OTHER LONG-TERM LIABILITIES	131.6	249.0	361.5		742.1
DEFERRED TAX LIABILITY NET		63.1	108.9	(124.7)	47.3
NOTE PAYABLE INTERCOMPANY NON-CURRENT	800.9		487.5	(1,288.4)	
LONG-TERM DEBT	2,627.8	291.4	564.5		3,483.7
TOTAL LIABILITIES	3,841.8	4,429.7	4,897.6	(2,766.3)	10,402.8
TOTAL AECOM STOCKHOLDERS' EQUITY	4,032.8	4,638.2	2,250.1	(6,828.3)	4,092.8
Noncontrolling interests			185.5		185.5
TOTAL STOCKHOLDERS' EQUITY	4,032.8	4,638.2	2,435.6	(6,828.3)	4,278.3
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 7,874.6	\$ 9,067.9	\$ 7,333.2	\$ (9,594.6)	\$ 14,681.1

Condensed Consolidating Statements of Operations
(in millions)

For the Fiscal Year Ended September 30, 2019					
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
Revenue	\$	\$ 0,978.7	\$ 9,282.4	\$ (87.8)	\$ 20,733
Cost of revenue		0,594.7	8,853.0	(87.8)	9,359.9
Gross profit		384.0	429.4		834
Equity in earnings from subsidiaries	82.0	(54.4)		(27.6)	
Equity in earnings of joint ventures		3.6	77.4		8.0
General and administrative expenses	(43.3)		(4.8)		(48)
Restructuring costs	(95.4)				(95.4)
Loss on disposal activities	(6.6)		(3.8)		(10.4)
Impairment of long lived assets, including goodwill	(9.6)	(200.2)	(405.6)		(654.4)
(Loss) income from operations	(72.9)	33.0	92.6	(27.6)	25
Other income	5.0	48.4	20.4	(57.0)	6.8
Interest expense	(202.8)	(22.0)	(58.2)	57.0	(226.0)
(Loss) income before income tax (benefit) expense	(370.7)	59.4	54.8	(27.6)	(84)
Income tax (benefit) expense	(9.6)	92	7.4		(0)
Net (loss) income	(26)	67.3	37.4	(27.6)	(84.0)
Noncontrolling interests in income of consolidated subsidiaries, net of tax			(77)		(77)
Net (loss) income attributable to AECOM	\$ (26)	\$ 67.3	\$ (39.7)	\$ (27.6)	\$ (26)

For the Fiscal Year Ended September 30, 2018					
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
Revenue	\$	\$,052.9	\$ 9,229	\$ (0.3)	\$ 20,555
Cost of revenue		0,757.2	8,858.0	(0.3)	9,504.9
Gross profit		295.7	354.9		650.6
Equity in earnings from subsidiaries	460.9	207.2		(668)	
Equity in earnings of joint ventures		37.2	43.9		8
General and administrative expenses	(24.4)		(3)		(35.7)
Impairment on assets held for sale, including goodwill			(68.2)		(68.2)
Loss on disposal activities			(2.9)		(2.9)
Income from operations	336.5	540	26.4	(668)	424.9
Other income	2.0	34.5	2.7	(39)	20
Interest expense	(242.9)	(25)	(38.6)	39	(267.5)
Income before income tax (benefit) expense	05.6	549.5	90.5	(668)	77.5
Income tax (benefit) expense	(3)	98.8	(87.4)		(9.7)
Net income	36.7	450.7	277.9	(668)	97.2
Noncontrolling interests in income of consolidated subsidiaries, net of tax			(60.7)		(60.7)
Net income attributable to AECOM	\$ 36.7	\$ 450.7	\$ 277.2	\$ (668)	\$ 36.5

Condensed Consolidating Statements of Operations
(in millions)

	For the Fiscal Year Ended September 30, 2017				
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
Revenue	\$	\$ 0,496	\$ 7,764	\$ (523)	\$ 8,203.4
Cost of revenue		0,36	7,435.9	(523)	7,597
Gross profit		355.5	328.2		683.7
Equity in earnings from subsidiaries	439.3	222.4		(66.7)	
Equity in earnings of joint ventures		43.8	97.8		4.6
General and administrative expenses	(24.7)		(8.7)		(33.4)
Acquisition and integration expenses	(38.7)				(38.7)
Gain on disposal activities			0.6		0.6
Income from operations	275.9	62.7	47.9	(66.7)	653.8
Other income	2	3.9	9.2	(36.5)	6.7
Interest expense	(203.7)	(3.0)	(33.0)	36.5	(23.3)
Income before income tax (benefit) expense	74.3	622.5	394	(66.7)	429.2
Income tax (benefit) expense	(264.9)	82.5	58.4	3.7	7.7
Net income	339.2	440.0	335.7	(693.4)	42.5
Noncontrolling interests in income of consolidated subsidiaries, net of tax			(82.0)		(82.0)
Net income attributable to AECOM	\$ 339.2	\$ 440.0	\$ 253.6	\$ (693.4)	\$ 339.4

Consolidating Statements of Comprehensive Income (Loss)
(in millions)

	For the Fiscal Year Ended September 30, 2019				
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
Net (loss) income	\$ (26.0)	\$ 67.3	\$ 37.4	\$ (27.6)	\$ (84.0)
Other comprehensive loss, net of tax:					
Net unrealized loss on derivatives, net of tax	(7.4)		(6.6)		(14.0)
Foreign currency translation adjustments			(46.6)		(46.6)
Pension adjustments, net of tax	(5.8)	(4.2)	(43.4)		(53.4)
Other comprehensive loss, net of tax	(23.2)	(4.2)	(96.6)		(124.0)
Comprehensive (loss) income, net of tax	(284.3)	26	(59.2)	(27.6)	(345.0)
Noncontrolling interests in comprehensive income of consolidated subsidiaries, net of tax			(76.9)		(76.9)
Comprehensive (loss) income attributable to AECOM, net of tax	\$ (284.3)	\$ 26	\$ (136.1)	\$ (27.6)	\$ (421.9)

For the Fiscal Year Ended September 30, 2018					
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
Net income	\$ 36.7	\$ 450.7	\$ 277.9	\$ (668.)	\$ 97.2
Other comprehensive income (loss), net of tax:					
Net unrealized gain (loss) on derivatives, net of tax	2.3		(0.6)		7
Foreign currency translation adjustments			(82.7)		(82.7)
Pension adjustments, net of tax	5.0	0.8	63.7		79.5
Other comprehensive income (loss), net of tax	7.3	0.8	(9.6)		(5)
Comprehensive income, net of tax	44.0	46.5	258.3	(668.)	95.7
Noncontrolling interests in comprehensive income of consolidated subsidiaries, net of tax			(6.9)		(6.9)
Comprehensive income attributable to AECOM, net of tax	\$ 44.0	\$ 46.5	\$ 96.4	\$ (668.)	\$ 33.8
For the Fiscal Year Ended September 30, 2017					
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
Net income	\$ 339.2	\$ 440.0	\$ 335.7	\$ (693.4)	\$ 42.5
Other comprehensive income (loss), net of tax:					
Net unrealized gain (loss) on derivatives, net of tax	4.9		(0.3)		4.6
Foreign currency translation adjustments			65.4		65.4
Pension adjustments, net of tax	7	3.8	66		87.0
Other comprehensive income, net of tax	2.0	3.8	3.2		57.0
Comprehensive income, net of tax	35.2	453.8	466.9	(693.4)	578.5
Noncontrolling interests in comprehensive income of consolidated subsidiaries, net of tax			(82.2)		(82.2)
Comprehensive income attributable to AECOM, net of tax	\$ 35.2	\$ 453.8	\$ 384.7	\$ (693.4)	\$ 496.3

Condensed Consolidating Statements of Cash Flows
(in millions)

	For the Fiscal Year Ended September 30, 2019				
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
CASH FLOWS FROM OPERATING ACTIVITIES	\$ (67)	\$ 572.7	\$ 22.6	\$	\$ 777.6
CASH FLOWS FROM INVESTING ACTIVITIES:					
Proceeds from disposal of business, net of cash disposed	7	(3.0)	37.8		46.5
Net investment in unconsolidated joint ventures	(4.2)	(25.8)	(89.0)		(90)
Net proceeds from sale of investment securities			9		9
Payments for capital expenditures, net of disposals	(32.9)	(24.3)	(26.2)		(83.4)
Net receipts from (investment in) intercompany notes	54.9	(52.4)	(29.7)	27.2	
Other intercompany investing activities	29.9	2.0		(502.9)	
Net cash provided by (used in) investing activities	32.4	05.5	(98.0)	(475.7)	(46.8)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Proceeds from borrowings under credit agreements	7,524.0		76.8		7,700.8
Repayments of borrowings under credit agreements	(7,734.)	(28.6)	(22.9)		(7,984.6)
Proceeds from issuance of common stock	30.4				30.4
Payments to repurchase common stock	(98.2)				(98.2)
Net distributions to noncontrolling interests			(70.0)		(70.0)
Other financing activities	4.8	(0.8)	(5.7)		(7)
Net borrowings (repayments) on intercompany notes	75.7	26.4	(74.9)	(27.2)	
Other intercompany financing activities		(630.5)	27.6	502.9	
Net cash used in financing activities	(97.4)	(633.5)	(78.)	475.7	(433.3)
EFFECT OF EXCHANGE RATE CHANGES ON CASH			(3.8)		(3.8)
NET INCREASE IN CASH AND CASH EQUIVALENTS	07.3	44.7	4.7		93.7
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	22.0	270.9	593.8		886.7
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 29.3	\$ 356	\$ 635.5	\$	\$,080.4

	For the Fiscal Year Ended September 30, 2018				
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
CASH FLOWS FROM OPERATING ACTIVITIES	\$ (205.5)	\$ 640.9	\$ 339	\$	\$ 774.5
CASH FLOWS FROM INVESTING ACTIVITIES:					
Proceeds from purchase price adjustment to business acquisition			2.2		2.2
Cash acquired from consolidation of joint venture			7.6		7.6
Proceeds from disposal of business, net of cash disposed			9.5		9.5
Net investment in unconsolidated joint ventures	(6.)	(9.)	30.0		4.8
Net purchases of investments			(6.3)		(6.3)
Payments for capital expenditures, net of disposals	(29.3)	(39.)	(8.5)		(86.9)
Net investment in intercompany notes	(54.3)	(778.8)	(5.6)	838.7	
Other intercompany investing activities	528.2	,022		(,550.3)	
Net cash provided by investing activities	438.5	95	8.9	(7.6)	(59.)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Proceeds from borrowings under credit agreements	7,770.4	0.2	758.4		8,529.0
Repayments of borrowings under credit agreements	(7,820.0)	(8.0)	(202.2)		(8,040.2)
Redemption of unsecured senior notes	(800.0)				(800.0)
Prepayment penalty on unsecured senior notes	(34.5)				(34.5)
Cash paid for debt issuance costs	(2.2)				(2.2)
Proceeds from issuance of common stock	35.2				35.2
Proceeds from exercise of stock options	2.8				2.8
Payments to repurchase common stock	(79.5)				(79.5)
Net distributions to noncontrolling interests			(89.8)		(89.8)
Other financing activities	(3.6)	(22.4)	(9.7)		(35.7)
Net borrowings on intercompany notes	797.8	5.9	35.0	(838.7)	
Other intercompany financing activities		(785.7)	(764.6)	,550.3	
Net cash used in financing activities	(243.6)	(820.0)	(272.9)	7.6	(624.9)
EFFECT OF EXCHANGE RATE CHANGES ON CASH			(6.2)		(6.2)
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(0.6)	6.0	78.9		84.3
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	32.6	254.9	54.9		802.4
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 22.0	\$ 270.9	\$ 593.8	\$	\$ 886.7

Condensed Consolidating Statements of Cash Flows
(in millions)

	For the Fiscal Year Ended September 30, 2017				
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Total
CASH FLOWS FROM OPERATING ACTIVITIES	\$ (59)	\$ 6950	\$ 76	\$	\$ 6967
CASH FLOWS FROM INVESTING ACTIVITIES:					
Payments for business acquisitions, net of cash acquired			(03)		(03)
Proceeds from disposal of business, net of cash disposed			22		22
Net investment in unconsolidated joint ventures		(27)	(26)		(243)
Net purchases of investments			09		09
Payments for capital expenditures, net of disposals	(27)	(306)	(26)		(784)
Net (investment in) receipts from intercompany notes	(46)	028	22	(04)	
Other intercompany investing activities	390	(2332)		942	
Net cash provided by (used in) investing activities	27	(637)	(355)	(62)	(2027)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Proceeds from borrowings under credit agreements	5,9035	3	366		5,9532
Repayments of borrowings under credit agreements	(6,9563)	(5)	(642)		(7,076)
Issuance of unsecured senior notes		0000			0000
Redemption of unsecured senior notes		(792)			(792)
Cash paid for debt and equity issuance costs	(30)				(30)
Proceeds from issuance of common stock	30				30
Proceeds from exercise of stock options	49				49
Payments to repurchase common stock	(25)				(25)
Net distributions to noncontrolling interests			(590)		(590)
Other financing activities	(24)	(383)	356		(268)
Net borrowings (repayments) on intercompany notes	40	(63)	(98)	04	
Other intercompany financing activities		(2009)	295	(942)	
Net cash provided by (used in) financing activities	(760)	(4727)	460	62	(3865)
EFFECT OF EXCHANGE RATE CHANGES ON CASH			28		28
NET INCREASE IN CASH AND CASH EQUIVALENTS	308	586	209		03
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	8	963	4940		692
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 326	\$ 2549	\$ 549	\$	\$ 8024

23. Subsequent Events

On October 2, 2019, the Company entered into a purchase and sale agreement (the Purchase Agreement) with Maverick Purchaser Sub, LLC, an affiliate of American Securities LLC and Lindsay Goldberg LLC. Upon the terms and subject to the conditions set forth in the Purchase Agreement, the Company has agreed to transfer the assets and liabilities constituting its Management Services business to the Purchaser for a purchase price of \$2.405 billion, subject to customary cash, debt and working capital adjustments. The Purchase Agreement was unanimously approved by the Board of Directors of the Company.

The purchase price includes contingent consideration of approximately \$50 million attributable to certain claims related to prior work and engagements.

The consummation of the transaction is subject to regulatory approvals and other customary closing conditions, and is expected to occur in the first half of fiscal 2020.

AECOM Technology Corporation

Schedule II: Valuation and Qualifying Accounts

(amounts in millions)

	Balance at Beginning of Year	Additions Charged to Cost of Revenue	Deductions^(a)	Other and Foreign Exchange Impact	Balance at the End of the Year
Allowance for Doubtful Accounts					
Fiscal Year 2019	\$ 56	\$ 26.6	\$ (2.5)	\$ (0.6)	\$ 56
Fiscal Year 2018	\$ 52.2	\$ 8.3	\$ (7.5)	\$ (4)	\$ 56
Fiscal Year 2017	\$ 60.4	\$ 3	\$ (20.7)	\$ (0.6)	\$ 52.2

(a) Primarily relates to accounts written off and recoveries

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Based on management's evaluation, with the participation of our Chief Executive Officer (CEO) and Chief Financial Officer (CFO), our CEO and CFO have concluded that our disclosure controls and procedures as defined in Rules 3a-5(e) and 5(d)-5(e) under the Securities Exchange Act of 1934, as amended (Exchange Act), were effective as of September 30, 2019 to ensure that information required to be disclosed by us in this Annual Report on Form 10-K or submitted under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission rules and forms, and (ii) accumulated and communicated to our management, including our principal executive and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 3a-5(f) or 5d-5(f) promulgated under the Securities Exchange Act of 1934, as amended, as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of the effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management, with the participation of our CEO and CFO, assessed the effectiveness of our internal control over financial reporting as of September 30, 2019, the end of our fiscal year. Our management based its assessment on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Our management's assessment included evaluation and testing of the design and operating effectiveness of key financial reporting controls, process documentation, accounting policies, and our overall control environment.

Based on our management's assessment, our management has concluded that our internal control over financial reporting was effective as of September 30, 2019. Our management communicated the results of its assessment to the Audit Committee of our Board of Directors.

Our independent registered public accounting firm, Ernst & Young LLP, audited our financial statements for the fiscal year ended September 30, 2019 included in this Annual Report on Form 10-K, and has issued an audit report with respect to the effectiveness of the Company's internal control over financial reporting, a copy of which is included earlier in this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the fiscal quarter ended September 30, 2019 identified in connection with the evaluation required by paragraph (d) of Rules 3a-5 and 5d-5 under the Exchange Act that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting

ITEM 9B. OTHER INFORMATION

The Company expects to incur restructuring costs of \$ 30 million to \$ 60 million in fiscal year 2020 primarily related to costs associated with the sale of the Management Services business and expected exit of at risk, self perform construction. Total cash costs for the restructuring are expected to be between \$ 60 and \$ 80 million, including capital expenditures associated with real estate restructuring of approximately \$40 million.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Incorporated by reference from our definitive proxy statement for the 2020 Annual Meeting of Stockholders, to be filed within 20 days of our fiscal 2019 year end.

ITEM 11. EXECUTIVE COMPENSATION

Incorporated by reference from our definitive proxy statement for the 2020 Annual Meeting of Stockholders, to be filed within 20 days of our fiscal 2019 year end.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDERS MATTERS

Other than with respect to the information relating to our equity compensation plans, which is incorporated herein by reference to Part II, Item 5, "Equity Compensation Plans" of this Form 10-K, the information required by this item is incorporated by reference from our definitive proxy statement for the 2020 Annual Meeting of Stockholders, to be filed within 20 days of our fiscal 2019 year end.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Incorporated by reference from our definitive proxy statement for the 2020 Annual Meeting of Stockholders, to be filed within 20 days of our fiscal 2019 year end.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Incorporated by reference from our definitive proxy statement for the 2020 Annual Meeting of Stockholders, to be filed within 20 days of our fiscal 2019 year end.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as part of this report:

- () The company's Consolidated Financial Statements at September 30, 20 9 and 20 8 and for each of the three years in the period ended September 30, 20 9 and the notes thereto, together with the report of the independent auditors on those Consolidated Financial Statements are hereby filed as part of this report
- (2) Financial Statement Schedule II Valuation and Qualifying Accounts for the Years Ended September 30, 20 9, 20 8 and 20 7
- (3) See Exhibits and Index to Exhibits, below

(b) Exhibits

Exh b t Number	Exh b t Descr pt on	Form	Incorporated by Reference (Exchange Act F l ngs Located at F le No. 0-52423)		F led Herew th
			Exh b t	F l ng Date	
2	Purchase and Sale Agreement, dated as of October 2, 20 9, by and between AECOM and Maverick Purchaser Sub, LLC	8 K	2	0/ 7/20 9	
3	Amended and Restated Certificate of Incorporation of AECOM Technology Corporation	0 K	3	/2 /20	
3 2	Certificate of Amendment to Amended and Restated Certificate of Incorporation of AECOM Technology Corporation	S 4	3 2	8/ /20 4	
3 3	Certificate of Correction of Amended and Restated Certificate of Incorporation of AECOM Technology Corporation	0 K	3 3	/ 7/20 4	
3 4	Certificate of Amendment to the Company's Certificate of Incorporation	8 K	3	/9/20 5	
3 5	Certificate of Amendment to the Company's Certificate of Incorporation	8 K	3	3/3/20 7	
3 6	Amended and Restated Bylaws	8 K	3 2	/ 5/20 8	
3 7	Certificate of Designations for Class C Preferred Stock	Form 0	3 2	/29/2007	
3 8	Certificate of Designations for Class E Preferred Stock	Form 0	3 3	/29/2007	
3 9	Certificate of Designations for Class F Convertible Preferred Stock	Form 0	3 4	/29/2007	
3 0	Certificate of Designations for Class G Convertible Preferred Stock	Form 0	3 5	/29/2007	
4	Form of Common Stock Certificate	Form 0	4	/29/2007	
4 2	Indenture, dated as of October 6, 20 4, by and among AECOM Technology Corporation, the Guarantors party thereto, and U S Bank National Association, as trustee	8 K	4	0/8/20 4	

Exh b t Number	Exh b t Descr pt on	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exh b t	Filing Date	
4 3	First Supplemental Indenture, dated as of October 7, 20 4, by and among AECOM Technology Corporation, the guarantors party thereto and U S Bank National Association	0 K	4 0	/ 7/20 4	
4 4	Second Supplemental Indenture, dated as of June 3, 20 5, by and among AECOM, the guarantors party thereto and U S Bank National Association	S 4	4 3	7/6/20 5	
4 5	Third Supplemental Indenture, dated as of June 9, 20 5, by and among AECOM, the guarantor party thereto and U S Bank National Association	S 4	4 4	7/6/20 5	
4 6	Fourth Supplemental Indenture, dated as of March 3, 20 8, by and among AECOM, the guarantors party thereto and U S Bank National Association	8 K	0 2	3/ 4/20 8	
4 7†	Indenture, dated March 5, 20 2, between URS Corporation, URS Fox U S LP and U S Bank National Association	8 K	4 0	3/20/20 2	
4 8†	First Supplemental Indenture, dated March 5, 20 2, by and among URS Corporation, URS Fox U S LP, the additional guarantor parties thereto and U S Bank National Association	8 K	4 02	3/20/20 2	
4 9†	Second Supplemental Indenture, dated March 5, 20 2, by and among URS Corporation, URS Fox U S LP, the additional guarantor parties thereto and U S Bank National Association	8 K	4 03	3/20/20 2	
4 0†	Third Supplemental Indenture, dated as of May 4, 20 2, by and among URS Corporation, URS Fox U S LP, the additional guarantor parties thereto and U S Bank National Association	8 K	4 6	5/ 8/20 2	
4 †	Fourth Supplemental Indenture, dated as of September 24, 20 2, by and among URS Corporation, URS Fox U S LP, the additional guarantor parties thereto and U S Bank National Association	8 K	4 2	9/26/20 2	
4 2	Fifth Supplemental Indenture, dated as of October 7, 20 4, by and among AECOM Global II, LLC, URS Fox U S LP and U S Bank National Association	0 K	4 8	/ 7/20 4	
4 3	Indenture, dated as of February 2 , 20 7, by and among AECOM, the Guarantors party thereto and U S Bank, National Association, as trustee	8 K	4	2/2 /20 7	
4 4	First Supplemental Indenture, dated as of March 3, 20 8, by and among AECOM, the guarantors party thereto and U S Bank National Association	8 K	0 3	3/ 4/20 8	

Exh b t Number	Exh b t Descr pt on	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exh b t	Filing Date	
4 5	Credit Agreement, dated as of October 7, 2014, among AECOM Technology Corporation and certain of its subsidiaries, as borrowers, certain lenders, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, MUFG Union Bank, N.A., BNP Paribas, JPMorgan Chase Bank, N.A., and the Bank of Nova Scotia, as Co Syndication Agents, and BBVA Compass, Credit Agricole Corporate and Investment Bank, HSBC Bank USA, National Association, Sumitomo Mitsui Banking Corporation and Wells Fargo Bank, National Association, as Co Documentation Agents	8 K	0	0/ 7/20 4	
4 6	Amendment No. 1 to the Credit Agreement, dated as of July 1, 2015, by and among AECOM and certain of its subsidiaries, as borrowers, certain lenders, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer	8 K	0	7/7/20 5	
4 7	Amendment No. 2 to Credit Agreement, dated as of December 22, 2015, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer	8 K	0	2/22/20 5	
4 8	Amendment No. 3 to Credit Agreement and Amendment No. 1 to the Security Agreement, dated as of September 29, 2016, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer	8 K	0	9/30/20 6	
4 9	Amendment No. 4 to Credit Agreement dated as of March 3, 2017, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer	8 K	0	4/6/20 7	
4 20	Amendment No. 5 to Credit Agreement dated as of March 3, 2018, among AECOM, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer	8 K	0	3/ 4/20 8	
4 2	Amendment No. 6 to Credit Agreement, dated as of November 2, 2018, among AECOM, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer	0 K	4 2	/ 3/20 8	
4 22	Description of Registrant's Securities				X
0 #	AECOM Technology Corporation Change in Control Severance Policy for Key Executives	0 Q	0	2/7/20 8	
0 2#	Employment Agreement between AECOM Technology Corporation and Randall A. Wotring, dated as of January 1, 2015	0 Q	0 2	2/ /20 5	
0 3#	Amended and Restated 2006 Stock Incentive Plan	Schedule 4A	Annex B	/2 /20	

Exh b t Number	Exh b t Descr pt on	Form	Incorporated by Reference (Exchange Act F l ngs Located at F le No. 0-52423)		F led Herew th
			Exh b t	F l ng Date	
0 4#	Form of Stock Option Standard Terms and Conditions under 2006 Stock Incentive Plan	8 K	0	2/5/2008	
0 5#	Form of Restricted Stock Unit Standard Terms and Conditions under 2006 Stock Incentive Plan	8 K	0 2	2/2 /20 2	
0 6#	Standard Terms and Conditions for Performance Earnings Program under AECOM Technology Corporation 2006 Stock Incentive Plan	8 K	0 3	2/5/2008	
0 7#	AECOM Amended & Restated 20 6 Stock Incentive Plan	Schedule 4A	Annex B	/ 9/20 7	
0 8#	Form Standard Terms and Conditions for Restricted Stock Units for Non Employee Directors under the 20 6 Stock Incentive	0 Q	0 3	5/ /20 6	
0 9#	Form Standard Terms and Conditions for Restricted Stock Units under the 20 6 Stock Incentive Plan	0 Q	0 4	5/ /20 6	
0 0#	Form Standard Terms and Conditions for Performance Earnings Program under the 20 6 Stock Incentive Plan	0 Q	0 5	5/ /20 6	
0 #	Form Standard Terms and Conditions for Non Qualified Stock Options under the 20 6 Stock Incentive Plan	0 Q	0 6	5/ /20 6	
0 2#	Standard Terms and Conditions for Performance Earnings Program and Performance Criteria	8 K	0	2/ 5/20 6	
0 3#	AECOM Technology Corporation Executive Deferred Compensation Plan	8 K	0	2/2 /20 2	
0 4#	First Amendment to the AECOM Executive Deferred Compensation Plan	0 Q	0 3	2/ 0/20 6	
0 5#	AECOM Technology Corporation Executive Incentive Plan	Schedule 4A	Annex A	/22/20 0	
0 6#	Letter Agreement, dated as of March 6, 20 4, by and among AECOM Technology Corporation and Michael S. Burke	8 K	0	3/ 2/20 4	
0 7#	Letter Agreement, dated as of May 8, 20 8 between AECOM and Michael S Burke	0 Q	0	5/9/20 8	
0 8#	Form of Special LTI Award Stock Option Terms and Conditions under the 2006 Stock Incentive Plan	8 K	0 2	3/ 2/20 4	
0 9#	AECOM Retirement & Savings Plan (amended and restated effective July ,20 6)	0 Q	0	8/ 0/20 6	
0 20#	AECOM Amended and Restated Employee Stock Purchase Plan	DEF 4A	Annex A	/23/20 9	
0 2 #	Change in Control Severance Agreement, dated as of August 23, 20 9, by and between AECOM Management Services Inc and John Vollmer	8 K	0	8/23/20 9	
0 22#	Retention and Completion Bonus Award Agreement, effective as of August 23, 20 9, by and between AECOM and John Vollmer	8 K	0 2	8/23/20 9	
0 23#	Form Standard Terms and Conditions for Performance Earnings Program under the 20 6 Stock Incentive Plan (Fiscal Year 20 9)	0 Q	0	2/6/20 9	
2	Subsidiaries of AECOM				X

Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
23	Consent of Independent Registered Public Accounting Firm				X
3	Certification of the Company's Chief Executive Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002				X
3 2	Certification of the Company's Chief Financial Officer pursuant to Section 302 of the Sarbanes Oxley Act of 2002				X
32*	Certification of the Company's Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes Oxley Act of 2002				X
95	Mine Safety Disclosure				X
0	The following financial statements from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009 were formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income (Loss), (iv) Consolidated Statements of Stockholders' Equity, (v) Condensed Consolidated Statements of Cash Flows, and (vi) the Notes to Condensed Consolidated Financial Statements, tagged as blocks of text and including detailed tags				X
04	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009, formatted in Inline XBRL				X
#	Management contract or compensatory plan or arrangement				
*	Document has been furnished and not filed				
†	Indicates a material agreement previously filed by URS Corporation, a public company acquired by AECOM on October 7, 2004				

ITEM 16. FORM 10-K SUMMARY

None

SIGNATURE

Pursuant to the requirements of Section 3 or 5(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized

AECOM

By: /s/ W TROY RUDD
W Troy Rudd

Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: November 3, 2009

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant in the capacities and on the date indicated

<u>S gnature</u>	<u>T tle</u>	<u>Date</u>
<u>/s/ MICHAEL S. BURKE</u> Michael S. Burke	Chairman and Chief Executive Officer (Principal Executive Officer)	November 3, 2009
<u>/s/ W. TROY RUDD</u> W. Troy Rudd	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	November 3, 2009
<u>/s/ GAURAV KAPOOR</u> Gaurav Kapoor	Senior Vice President, Global Controller (Principal Accounting Officer)	November 3, 2009
<u>/s/ JAMES H. FORDYCE</u> James H. Fordyce	Director	November 3, 2009
<u>/s/ SENATOR WILLIAM H. FRIST, M.D.</u> Senator William H. Frist, M.D.	Director	November 3, 2009
<u>/s/ LINDA GRIEGO</u> Linda Griego	Director	November 3, 2009
<u>/s/ STEVEN A. KANDARIAN</u> Steven A. Kandarian	Director	November 3, 2009
<u>/s/ ROBERT J. ROUTS</u> Robert J. Routs	Director	November 3, 2009
<u>/s/ CLARENCE T. SCHMITZ</u> Clarence T. Schmitz	Director	November 3, 2009
<u>/s/ DOUGLAS W. STOTLAR</u> Douglas W. Stotlar	Director	November 3, 2009
<u>/s/ DANIEL R. TISHMAN</u> Daniel R. Tishman	Director	November 3, 2009
<u>/s/ GEN. JANET C. WOLFENBARGER, USAF RET.</u> Gen. Janet C. Wolfenbarger, USAF Ret.	Director	November 3, 2009

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

As of September 30, 2009, AECOM (the "Company," "we," "us" or "our") has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), our common stock, par value \$0.01 per share ("Common Stock").

The summary of the general terms and provisions of the Common Stock set forth below does not purport to be complete and is subject to and qualified by reference to the Company's Amended and Restated Certificate of Incorporation, as amended by the Certificates of Amendment thereto (as amended, the "Certificate"), and Amended and Restated Bylaws ("Bylaws"), each of which is incorporated by reference as exhibits to the Annual Report on Form 10-K. For additional information, please read the Certificate and Bylaws and the applicable provisions of the General Corporation Law of Delaware (the "DGCL").

Description of Common Stock

General. The Certificate authorizes us to issue 300,000,000 shares of Common Stock. Subject to the rights pertaining to any series of preferred stock, in the event of our liquidation, holders of our Common Stock are entitled to share ratably in our assets legally available for distribution after the payment of our debts. The shares of Common Stock have no preemptive, subscription, conversion or redemption rights. Subject to the rights of the holders of preferred stock, the holders of the Common Stock are entitled to receive dividends, when, as and if declared by our Board of Directors (the "Board"), from funds legally available for such dividend payments.

Delaware Law. We are subject to the provisions of Section 203 of the DGCL. In general, Section 203 prohibits a publicly held

Delaware corporation from engaging in a “business combination” with an “interested stockholder” for a period of three years after the date on which the person becomes an interested stockholder, unless (i) prior to the time that such stockholder becomes an interested stockholder, the Board of Directors approves such transaction or business combination, (ii) the stockholder acquires more than 85% of the outstanding voting stock of the corporation (excluding shares held by directors who are officers or held in employee stock plans) upon consummation of such transaction, or (iii) at or subsequent to the time such stockholder becomes an interested stockholder, the business combination is approved by the Board of Directors and by two thirds of the outstanding voting stock of the corporation (excluding shares held by the interested stockholder) at a meeting of stockholders (and not by written consent). A “business combination” includes a merger, asset sale or other transaction resulting in a financial benefit to such interested stockholder. For purposes of Section 203, “interested stockholder” is a person who, together with affiliates and associates, owns (or within three years prior, did own) 5% or more of the corporation’s voting stock.

Certificate of Incorporation and Bylaws. Various provisions of our Certificate and Bylaws, which are summarized in the following paragraphs, may be deemed to have an anti takeover effect and may delay, defer or prevent a tender offer or takeover attempt that a stockholder might consider in its best interests including those of employees and in a permanent way the price for the shares held by stockholders.

No Cumulative Voting. The DGCL provides that stockholders are denied the right to cumulate votes in the election of directors unless our Certificate provides otherwise. Our Certificate does not expressly address cumulative voting.

No Stockholder Action by Written Consent; Calling of Special Meetings of Stockholders. Our Certificate prohibits stockholder action by written consent. Our Bylaws also provide that special meetings of our stockholders (i) may be called at any time by the Board or by a committee of the Board which has been duly designated by the Board and whose powers and authority, as expressly provided in a resolution of the Board, include the power to call such meetings, and (ii) must be called by the Chairman of the Board or the Secretary of the Company upon the request of one or more persons that own at least 25% of the outstanding shares of the Company that are entitled to

vote on the matter(s) to be brought before the proposed special meeting as of the record date fixed in accordance with the Bylaws, provided the requesting stockholder(s) satisfy the requirements specified in the Bylaws

Voting Rights A majority of the outstanding shares entitled to vote on a matter, represented in person or by proxy, constitutes a quorum at any meeting of stockholders except as otherwise provided by applicable law or by the Certificate. Prior to the Company's 2020 annual meeting of stockholders, at any meeting of stockholders for the election of directors, when a quorum is present, a plurality of the votes of the shares of the Company present in person or represented by proxy at the meeting and entitled to vote on the election of directors at such meeting of stockholders is sufficient to elect directors. Commencing with the Company's 2020 annual meeting of stockholders, at any meeting of stockholders for the election of directors, including the 2020 annual meeting, each director will be elected by a majority of the votes cast; provided that, if the election is contested, the directors will be elected by a plurality of the votes cast. In all other matters, when a quorum is present at any meeting, the affirmative vote of the holders of a majority of the shares of capital stock present in person or represented by proxy at the meeting and entitled to vote on the subject matter at such meeting of stockholders shall decide any question brought before such meeting, unless the question is one upon which by express provision of applicable law or of the Certificate or the Bylaws a different vote is required in which case such express provision shall govern and control the decision of such matter.

Unless otherwise provided in the Certificate, each stockholder entitled to vote at any meeting of the stockholders shall be entitled to one vote (in person or by proxy) for each share held by such stockholder which has voting power upon the matter in question.

Proxy Access Provision of Our Bylaws. The Bylaws permit a stockholder, or a group of up to 20 stockholders, owning 3% or more of the Company's outstanding common stock continuously for at least three years to nominate and include in the Company's proxy materials director nominees not to exceed the greater of (i) 20% of the Board or (ii) two directors, provided that the stockholder(s) and the nominee(s) satisfy the procedural and eligibility requirements specified in the Bylaws.

Advance Notice Requirements for Stockholder Proposals and Director Nominations. Our Bylaws provide that stockholders seeking to bring business before an annual meeting of stockholders must provide timely notice of their proposal in writing to the corporate secretary. To be timely, a stockholder's notice must be delivered or mailed and received at our principal executive offices not less than 90 nor more than 20 days prior to the first anniversary of the preceding year's annual meeting of stockholders. Our Bylaws also specify requirements as to the form and content of a stockholder's notice. These provisions may impede stockholders' ability to bring matters before an annual meeting of stockholders or make nominations for directors at an annual meeting of stockholders.

Annual Election of Directors. We do not have a classified board of directors. The full Board is subject to re-election at each annual meeting of our stockholders.

Limitations on Liability and Indemnification of Officers and Directors. The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties. Our Certificate includes a provision that eliminates the personal liability of directors for monetary damages for actions taken as a director, except for liability:

- ☐ for breach of duty of loyalty;
- ☐ for acts or omissions not in good faith or involving intentional misconduct or knowing violation of law;
- ☐ under Section 74 of the DGCL (unlawful dividends); or
- ☐ for transactions from which the director derived improper personal benefit.

Our Bylaws provide that we must indemnify our directors and officers to the fullest extent authorized by the DGCL. We are also expressly authorized to carry directors' and officers' insurance providing indemnification for our directors, officers and certain employees for some liabilities. We believe that these indemnification provisions and insurance are useful to attract and retain qualified directors and officers.

The limitation of liability and indemnification provisions in our Certificate and Bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders.

Authorized But Unissued Shares. Subject to the requirements of any stock exchange on which shares of our Common Stock may be listed, our authorized but unissued shares of Common Stock will be available for future issuance without the approval of holders of Common Stock. We may use these additional shares for a variety of corporate purposes, including future offerings to raise additional capital, corporate acquisitions and employee benefit plans.

Listing. The Common Stock is traded on the New York Stock Exchange under the trading symbol "ACM."

EXHIBIT 21.1

AECOM Global, Inc., a Delaware Corporation
AECOM, C&E, Inc., a Delaware Corporation
AECOM Technical Services, Inc., a California Corporation
AECOM USA, Inc., a New York Corporation
AECOM Asia Company Limited*
AECOM Government Services, Inc., a Delaware Corporation
AECOM Canada Ltd*
AECOM South Africa Group Holdings Pty Ltd
AECOM Design Build Ltd*
AECOM Global Ireland Services Limited*
AECOM Energy & Construction, Inc., an Ohio Corporation
AECOM Infrastructure & Environment UK Limited*
Flint Energy Services, Inc., a Delaware Corporation
Flint Field Services Ltd*
Hunt Construction Group Inc., an Indiana Corporation
Oscar Faber PLC*
URS Corporation, a Nevada Corporation
URS Group Inc., a Delaware Corporation
URS Federal Services, Inc., a Delaware Corporation
URS Luxembourg LLP*
URS Corporation, Ohio, an Ohio Corporation
URS Global Holdings Inc., a Nevada Corporation
AECOM Intercontinental Holdings UK Limited*
URS E&C UK Limited*
Sellafeld Limited*
Tishman Construction Corporation, a Delaware Corporation
Tishman Construction Corporation of New York, a Delaware Corporation

* Foreign

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements (Form S-8 Nos. 333-67047, 333-42070, 333-99453, 333-208964, 333-209890, 333-26442 and 333-23024) pertaining to various stock incentive, purchase and retirement plans of AECOM of our reports dated November 3, 2009, with respect to the consolidated financial statements and schedule of AECOM and to the effectiveness of internal control over financial reporting of AECOM included in this Annual Report (Form 10-K) of AECOM for the year ended September 30, 2009.

/s/ ERNST & YOUNG LLP

Los Angeles, California
November 3, 2009

**Certification Pursuant to
Rule 13a-14(a)/15d-14(a)**

I, Michael S Burke, certify that:

I have reviewed this Annual Report on Form 10-K of AECOM;

- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting

Dated: November 3, 2019

/s/ MICHAEL S BURKE

Michael S Burke

*Chairman and Chief Executive Officer
(Principal Executive Officer)*

**Certification Pursuant to
Rule 13a-14(a)/15d-14(a)**

I, W Troy Rudd, certify that:

I have reviewed this Annual Report on Form 10-K of AECOM;

- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

- (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting

Dated: November 3, 2009

/s/ W TROY RUDD

W Troy Rudd
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Exhibit 32

**Certification Pursuant to
18 U.S.C. Section 1350**

In connection with the Annual Report of AECOM (the "Company") on Form 10-K for the fiscal year ended September 30, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, Michael S. Burke, Chief Executive Officer of the Company, and W. Troy Rudd, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002, that, to our knowledge:

The Report fully complies with the requirements of Section 3(a) or Section 5(d) of the Securities Exchange Act of 1934, as amended; and

- 2 The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company

/s/ MICHAEL S. BURKE

Michael S. Burke
Chairman and Chief Executive Officer
November 3, 2009

/s/ W TROY RUDD

W Troy Rudd
Executive Vice President and Chief Financial Officer
November 3, 2009

EXHIBIT 95

Section 503 of the Dodd-Frank Wall Street Reform and Consumer Protection Act requires domestic mine operators to disclose violations and orders issued under the Federal Mine Safety and Health Act of 1977 (the Mine Act) by the federal Mine Safety and Health Administration (MSHA). We do not act as the owner of any mines but we may act as a mining operator as defined under the Mine Act where we may be a lessee of a mine, a person who operates, controls or supervises such mine, or as an independent contractor performing services or construction of such mine.

The following table provides information for the year ended September 30, 20 9

<u>M ne(1)</u>	<u>M ne Act §104 V olat ons(2)</u>	<u>M ne Act §104(b) Orders(3)</u>	<u>M ne Act §104(d) C tat ons and Orders(4)</u>	<u>M ne Act §110(b)(2) V olat ons(5)</u>	<u>M ne Act §107(a) Orders(6)</u>	<u>Proposed Assessments from MSHA (In dollars (\$))</u>	<u>M n ng Related Fatal t es</u>	<u>M ne Act §104(e) Not ce (yes/no)(7)</u>	<u>Pend ng Legal Act on before Federal M ne Safety and Health Rev ew Comm ss on (yes/no)(8)</u>
Black Thunder Project	2	0	0	0	0	\$ 0 00	0	No	No
Bayer Quantzite Quarry	0	0	0	0	0	\$ 0 00	0	No	No

() United States mines

- (2) The total number of violations received from MSHA under § 04 of the Mine Act, which includes citations for health or safety standards that could significantly and substantially contribute to a serious injury if left unabated
- (3) The total number of orders issued by MSHA under § 04(b) of the Mine Act, which represents a failure to abate a citation under § 04(a) within the period of time prescribed by MSHA
- (4) The total number of citations and orders issued by MSHA under § 04(d) of the Mine Act for unwarrantable failure to comply with mandatory health or safety standards
- (5) The total number of flagrant violations issued by MSHA under § 0(b)(2) of the Mine Act
- (6) The total number of orders issued by MSHA under § 07(a) of the Mine Act for situations in which MSHA determined an imminent danger existed
- (7) A written notice from the MSHA regarding a pattern of violations, or a potential to have such pattern under § 04(e) of the Mine Act
- (8) The following Pending Legal Action Table provides information for the year ended September 30, 20 9

<u>Mine</u>	<u>Number Pending Legal Actions</u>	<u>Contests of Penalty Assessments</u>	<u>Legal Action Initiated in 2018</u>	<u>Legal Action Resolved in 2018</u>
Black Thunder Project	0	0	0	0
Bayer Quantzite Quarry	0	0	0	0

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: March 9, 2020

SUBJECT: Recommendation to Amend Professional Services Agreement with
URS Corporation New York
Barnes Avenue SSO Improvements/Hempstead Pump Station
Agreement No.: S3P311-09M
Encumbrance No.: CFPW15000005
Capital Project No.: 3P311


Please be advised that the contract between URS Corporation New York and Nassau County Department of Public Works (the Department) for Construction Management services requires a retro-active Contract Amendment.

This amendment is for additional funds and extension of time. The original Authorization to Amend was executed on December 4, 2017. Although the Vendor sought a timely contract amendment, changes associated with the Vendor's corporate entity and officers, resulted in multiple submissions which required review and resubmission to provide the correct information.

Construction of the Hempstead Pump Station and Force Main Project, originally scheduled for a July 29, 2017, completion date, is currently projected to be completed in Spring 2020. The Construction Contract requires the construction of a new pump station and the installation of a 14-inch and 30-inch force main. Significant unforeseen utility conflicts required extensive realignments of these force mains. The realignments and associated increase in depth of installation substantially changed the complexity of the project which required that a large change order needed to be processed. The Construction Management services from URS were required through the term of the Construction Contract, including a period after which close-out activities will be performed.

The most recent expiration date of the agreement was May 21, 2018. The Department wishes to extend the agreement with URS Corporation New York by two (2) years to complete construction and perform project close-out. The Department also requests the restoration of the thirty percent (30%) contingency with an increase in contract cost ceiling of \$446,827.00. The proposed time and cost changes will ensure compliance with a New York State DEC Consent Agreement stipulation to deliver the Barnes Avenue SSO Improvements/Hempstead Pump Station Project.


Please sign this memorandum signifying your approval or disapproval of this contact amendment and return this memorandum to this office.


Kenneth G. Arnold
Commissioner

KGA:VF:rp
c: Vincent Falkowski, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Edward Visone, Assistant Superintendent of Sanitary Construction
John Domenica, Sanitary Engineer III

APPROVED:

DISAPPROVED:

 3/12/2020
Brian J. Schneider
Deputy County Executive

Brian J. Schneider
Deputy County Executive



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of Purchasing and Contracts
Att: Robert Cleary, Director of Procurement Compliance

FROM: Water/Wastewater Engineering

DATE: February 27, 2020

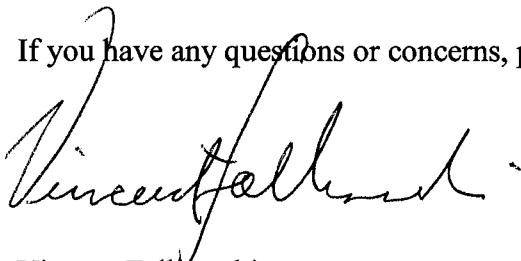
SUBJECT: Necessity for Retroactive Contract Amendment
Barnes Avenue SSO Improvements / Hempstead Pump Station
URS Corporation New York
Agreement No. S3P311-09M

Pursuant to your request, please be advised of the following regarding the contract between URS Corporation New York and Nassau County Department of Public Works for engineering services, and the necessity for the retro-active Contract Amendment.

This amendment is for additional funds and extension of time. The Responsibility Determination Amendment Package was completed and uploaded to the NCDPW server on April 12, 2018, prior to the contract expiration date (May 21, 2018) and the eCRS Amendment Package was uploaded after the expiration date, on August 29, 2018. Subsequent to these submissions, a lengthy period of time elapsed from the point in time when the URS Corporation of New York realized they had filed all associated amendment paperwork under the wrong Corporation name, to the point in time when the Firm had uploaded new, corrected, documents.

Additional delays to the amendment were primarily due to incomplete paperwork or the discovery of minor errors in the consultant's filing documents.

If you have any questions or concerns, please do not hesitate to contact me.



Vincent Falkowski
Deputy Commissioner

VF:rp

c: Kenneth G. Arnold, Commissioner
Jane Houdek, Counsel to the Department of Public Works
Edward Visone, Assistant Superintendent of Sanitary Construction
Loretta Dionisio, Assistant to Deputy Commissioner
John Domenica, Sanitary Engineer III



AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this Amendment), dated as of the date this Amendment is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) URS Corporation New York, having its principal office at 605 Third Avenue, New York, New York, 10158 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number S3P311-09M between the County and the Firm, executed on behalf of the County on August 21, 2015 (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management Services, which services are more fully described in the Original Agreement; and

WHEREAS, the term of the Agreement, August 21, 2015 through May 21, 2017 (the "Original Term"); was extended via a letter from the Commissioner, as allowed by the Agreement, to May 21, 2018 ("Extended Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was two-million, forty-seven thousand, five-hundred dollars and no cents (\$2,047,500.00) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to amend the Extended Term and the Maximum Amount of the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Amended Term. The Extended Term shall be extended by two (2) years, so that the termination of the Agreement, as amended by this amendment (the "Amended Agreement") shall be May 21, 2020 (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions, and covenants as during the initial term, except that the Expiration Date shall be modified in accordance with the extension.

2. Amended Maximum Amount. The Maximum Amount shall be increased by four-hundred forty-six thousand, eight-hundred twenty-seven dollars and no cents (\$446,827.00), so that the maximum amount that the County shall pay to the Firm as full

consideration for all Services provided under the Amended Agreement shall be two-million, four-hundred ninety-four thousand, three-hundred and twenty-seven dollars and no cents (\$2,494,327.00) (the "Amended Maximum Amount").

3. Compliance with Law.


(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgments for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

4. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

URS CORPORATION NEW YORK

By: 
Name: John S. Hagedorn
Title: V.P., Deputy Director, PM/CM
Date: 4/27/2020

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 27 day of April in the year 2020 before me personally came John S. Hagedorn to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the Vice President of URS Corporation NY, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

ANAM USMAN
NOTARY PUBLIC, State of New York
No. 02US6365011
Qualified in Queens County
Commission Expires September 25, 2021

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2020 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

TOMAS (Tom) TEHRANI (Name)
605 THIRD AVE, NY, NY 10158 (Address)
212-896-0340 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor ___ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past ~~five~~ years, an administrative proceeding, investigation, or government body-initiated judicial action has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

July 22, 2020

Dated

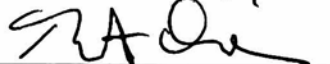

Signature of Chief Executive Officer

Tom Tehrani

Name of Chief Executive Officer

Sworn to before me this

22nd day of July, 2020



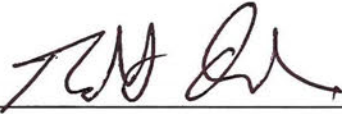
Notary Public

ROBERT K. ORLIN
Notary Public, State of New York
No. 020R5087994
Qualified in Suffolk County
Commission Expires November 10, 2021

3. Compliance with Law.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.



Signature



Printed Name and Title

05-12-2020

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ROBERT DALIN, SECRETARY

Name and Title of Authorized Representative


Signature

m/d/yy

7/22/2020
Date

URS CORPORATION - NEW YORK
Name of Organization

605 THIRD AVE, NEW YORK, NY 10158
Address of Organization



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2020

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-20-21		CONTACT NAME PHONE (A/C, No, Ext) E-MAIL ADDRESS		FAX (A/C, No)
04 2019		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED AECOM URS Corporation - New York 605 Third Avenue New York, NY 10158		INSURER A ACE American Insurance Company		22667
		INSURER B N/A		N/A
		INSURER C Illinois Union Insurance Co		27960
		INSURER D SEE ACORD 101		
		INSURER E		
		INSURER F		

COVERAGES**CERTIFICATE NUMBER:**

LOS-002157156-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G7123311A	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N N	N/A	SEE ACORD 101	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2020	04/01/2021	Per Claim/Agg Defense Included \$ 4,000,000

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

Re: Barnes Avenue SSO Correction Project. Contract No.: S3P311-09M. Nassau County is included as Additional Insured as respects the General Liability policy, where required by written contract.

CERTIFICATE HOLDERNassau County
1550 Franklin Avenue
Mineola, NY 11501**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
of Marsh Risk & Insurance Services

James L. Vogel

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM URS Corporation - New York 605 Third Avenue New York, NY 10158	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C6692340A	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C66923320	ACE American Insurance Company - NAIC # 22667	CA, AZ, MA
SCF C66923368	ACE American Insurance Company - NAIC # 22667	WI Retro

Waiver of Subrogation is applicable where required by written contract with respect to WC. If the insurer for the Workers Compensation policy cancels its policy for any reason other than for non-payment of premium, the insurer will provide 30 days notice of cancellation to those Certificate Holders that require it by written contract.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured AECOM		Endorsement Number 12
Policy Symbol HDO	Policy Number G7123311A	Effective Date of Endorsement 04/01/2020 TO 04/01/2021
Issued By (Name of Insurance Company) ACE American Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
- The beginning of the Policy period, if this endorsement is effective as of such date; or
 - This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us, and must be accurate.
- D. Our delivery of the notification as described in Paragraph A, of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
 - This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

C. R. R.

Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2020

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AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

James L. Vogel

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

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Policy Symbol HDO	Policy Number G7123311A	Effective Date of Endorsement 04/01/2020 TO 04/01/2021
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- B. The Schedule must be initially provided to us within 15 days after:
- The beginning of the Policy period, if this endorsement is effective as of such date; or
 - This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
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- D. Our delivery of the notification as described in Paragraph A, of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
 - This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

C. R. R.

Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2020

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-20-21		CONTACT NAME PHONE (A/C, No, Ext) E-MAIL ADDRESS		FAX (A/C, No)
04 2019		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED AECOM URS Corporation - New York 605 Third Avenue New York, NY 10158		INSURER A ACE American Insurance Company		22667
		INSURER B N/A		N/A
		INSURER C Illinois Union Insurance Co		27960
		INSURER D SEE ACORD 101		
		INSURER E		
		INSURER F		

COVERAGES**CERTIFICATE NUMBER:**

LOS-002157156-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G7123311A	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	SEE ACORD 101	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2020	04/01/2021	Per Claim/Agg Defense Included \$ 4,000,000

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

Re: Barnes Avenue SSO Correction Project. Contract No.: S3P311-09M. Nassau County is included as Additional Insured as respects the General Liability policy, where required by written contract.

CERTIFICATE HOLDERNassau County
1550 Franklin Avenue
Mineola, NY 11501**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
of Marsh Risk & Insurance Services

James L. Vogel

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM URS Corporation - New York 605 Third Avenue New York, NY 10158	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

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

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C6692340A	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C66923320	ACE American Insurance Company - NAIC # 22667	CA, AZ, MA
SCF C66923368	ACE American Insurance Company - NAIC # 22667	WI Retro

Waiver of Subrogation is applicable where required by written contract with respect to WC. If the insurer for the Workers Compensation policy cancels its policy for any reason other than for non-payment of premium, the insurer will provide 30 days notice of cancellation to those Certificate Holders that require it by written contract.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured AECOM		Endorsement Number 12
Policy Symbol HDO	Policy Number G7123311A	Effective Date of Endorsement 04/01/2020 TO 04/01/2021
Issued By (Name of Insurance Company) ACE American Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
- The beginning of the Policy period, if this endorsement is effective as of such date; or
 - This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us, and must be accurate.
- D. Our delivery of the notification as described in Paragraph A, of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
 - This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

C. R. R.

Authorized Representative



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

April 12, 2017

John Hagedorn Vice President
URS Corporation New York
One Penn Plaza, Suite 600
New York, New York 10119

Re: Barnes Avenue SSO Improvements/Hempstead Pump Station
Extension of Time
Agreement No. S3P311-09M

Dear Mr. Hagedorn:

The Department desires the continuation of your construction management services under the above-referenced Agreement. Therefore, in accordance with applicable provisions, we are hereby notifying you of our intention to extend this Agreement for one (1) additional year. The new expiration date is **May 21, 2018**.

This extension of time shall be on the same terms, conditions and covenants as during the initial term.

It is incumbent upon the firm to know the expiration date of the Agreement and advise the Department of the need for additional extensions (if permitted under the terms of the Agreement) or an amendment should you anticipate the performance of services beyond the expiration date. No work or services are authorized beyond the Agreement expiration date as established in this letter.

Should have any questions or comments concerning the above, please contact Mr. Joseph L. Davenport, of my staff, at (516) 571-7508.

Very truly yours,


Richard P. Millet
Chief Deputy Commissioner of Public Works

RPM:KGA:JLD:rp

c: Shila Shah-Gavnaudias, Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
✓ Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Edward Visone, Assistant Superintendent of Sanitary Construction

**E-9815 CF****CF (Capital)**
Contract Details

SERVICE:

NIFS ID #: _____ NIFS Entry Date: _____ Term: from _____ to _____

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name URS Corporation New York	Vendor ID# 11-1445800
Address One Penn Plaza Suite 600 New York, NY 10119	Contact Person Jay Gewirtzman
	Phone (212) 736-4444

County Department
Department Contact Joseph L. Davenport
Address 3340 Merrick Rd Wantagh NY 11973
Phone (516) 571-7508

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	4/6/15	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	4/6/15	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	4/10/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
4/24/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	4/24/15	<i>[Signature]</i>	
4/24/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	4/24/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5/13/15	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	5/13/15	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	5/13/15	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/13/15	<i>[Signature]</i>	
5/13/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/13/15	<i>[Signature]</i>	



CFPW15000005

Contract Summary

Description: Barnes Avenue Sanitary Sewer Overflow (SSO) Correction Construction Management Services
Purpose: Professional services in regard to construction management of improvements to existing wastewater infrastructure to alleviate the sporadic occurrence of sanitary sewage overflows (SSO) in the vicinity of Barnes Avenue, Baldwin.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
Procurement History: The Request for Proposals (RFP) was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in Newsday. Proposals were received from ten (10) firms on November 14, 2014. The technical proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The proposal submitted by URS Corporation NY having the highest technical rating and a reasonable cost, represents the best value to the County.
Description of General Provisions: The firm shall provide a full-time resident engineer, daily field inspection, an office engineer, monitoring and reviewing contractor's CPM scheduling, perform cost estimating, and other construction management services.
Impact on Funding / Price Analysis: The cost for these services will be encumbered from Capital Project No. 3P311. It is anticipated that these costs will be funded through the New York State Environmental Facilities Corporation (NYSEFC) Storm Mitigation Loan Program (SMLP). The SMLP provides a 25% grant for the cost of the services, and the remainder (75%) funded by a 0% (interest free) loan.
Change in Contract from Prior Procurement: n/a.
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3P
Resp:	311
Object:	009
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$ 2,047,500
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSW 3P311; sub project 009	\$ 2,047,500
2		\$
3		\$
		\$
		\$
		\$
		\$
		\$
	TOTAL	\$ 2,047,500

RENEWAL	
% Increase	
% Decrease	

CFPW15000005

Document Prepared By: Joseph L. Davenport, Chief Sanitary Engineer

Date: Feb 19, 2015

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name	
Name	JD	Name	[Signature]	Date	6/12/15
Date	1/26/15	Date	7/26/15	(For Office Use Only)	
				E #:	

E-98-15

RULES RESOLUTION NO. 137 2015

APPROVED AS TO FORM

Deputy County Attorney

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND URS CORPORATION-NEW YORK

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 6/29/15

VOTING:

ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with URS Corporation-New York for construction management for the Barnes Avenue SSO Correction Project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with URS Corporation-New York

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: December 30, 2014

SUBJECT: Barnes Avenue Sanitary Sewer Overflow (SSO) Correction
Selection of Firm for Construction Management Services
Proposed Agreement No. S3P311-09M

This Department intends to procure a firm to provide construction management services, through a personal service agreement, in regard to construction management for the Barnes Avenue Sanitary Sewer Overflow (SSO) Correction Project. Services shall include a full-time resident engineer, inspection, office engineer, monitoring and reviewing contractor's CPM scheduling, perform cost estimating, and other construction administrative services.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposal (RFP). The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in *Newsday*.

Proposals from ten (10) firms were received on November 14, 2014. The technical proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed project fee based upon the project duration of twenty-one (21) months.

Firm Name	Rank	Rating	Proposed Cost	Adjusted Cost with Contingency
URS Corporation	1	92.8	\$1,575,000.00	\$2,047,500.00
Dvirka & Bartilucci	2	87.3	\$1,564,050.00	\$2,033,265.00
Liro Constr Mgt	3	86.0	\$1,485,876.00	\$1,931,639.00
Gannett Fleming	4	84.8	\$1,161,137.00	\$1,309,478.00
HAKS Constr Mgt	5	83.3	\$1,650,947.00	\$2,146,231.00
LKB, Inc.	6	82.3	\$1,481,039.00	\$1,925,351.00
GEB HiRise	7	78.8	\$1,259,255.00	\$1,637,032.00
Stantec Consulting	8	78.5	\$2,733,032.00	\$3,552,942.00
Techno Consulting	9	76.8	\$2,137,089.00	\$2,778,216.00
Tectonic Engineering	10	74.0	\$2,497,615.00	\$3,246,900.00

The costs above, with contingencies added, represent the final cost to perform the work associated with the RFP.



Subject: Barnes Avenue Sanitary Sewer Overflow (SSO) Correction
Selection of Firm for Construction Management Services
Proposed Agreement No. S3P311-09M

URS Corporation submitted an initial cost proposal of \$2,026,420.00 for the construction management services. In consideration of the proposed cost, we believed that further discussion and clarification of the scope of services was needed. Subsequently, URS Corporation submitted a revised cost proposal of \$1,575,000.00.

In reviewing all of the cost proposals received, it was noted that two (2) firms submitted proposals that were much lower than all of the others. Furthermore, review of the cost proposal details indicate that both proposals included few, if any, man-hours for specialized technical support services (process, mechanical, and electrical specialists).

In our professional judgment, the proposal submitted by URS, having received the highest technical rating and proposing a reasonable cost represents the best value to the County. Therefore, we recommend proceeding with a Personal Service Agreement with URS for \$1,575,000.00 (\$2,047,500.00 with contingency) to provide Construction Management Services for the Barnes Avenue SSO Correction Project.

The funding for these professional services is available under Capital Project No. 3P311. It is expected that the cost of these services will be partially eligible for reimbursement by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Additionally, the County is applying for funding for this project through the New York State Environmental Facilities Corporation (NYSEFC) Storm Mitigation Loan Program (SMLP).

In accordance with the procedural guidelines, CSEA has been notified of this proposed agreement.

Please signify below if you approve or disapprove of our recommendation, after which we will implement the next appropriate Department procedure(s).

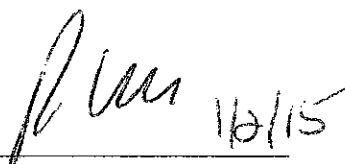


Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:JLD:cs

c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓
Loretta V. Dionisio, Hydrogeologist II

APPROVED:



Richard R. Walker
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) URS Corporation – New York, a consulting engineering firm having its principal office at One Penn Plaza, Suite 600, New York, NY 10119 (the "Firm" or "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term.

This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the twenty first (21) month anniversary of the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement one year delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

(a) The services to be provided by the Firm under this Agreement for the Barnes Avenue SSO Correction Project shall consist of those specific construction management work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved

in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

- (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
- (2) Testing Laboratory Services.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.
- (6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed two million, forty-seven thousand, five hundred (\$2,047,500) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the

Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence,

fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would

suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this

Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the

Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity

acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

URS CORPORATION – NEW YORK



Name: Jay M. Gewirtzman

Title: Vice-President

Date: February 4, 2015

NASSAU COUNTY



Name: _____

Title: Deputy County Executive

Date: 8/21/14

PLEASE EXECUTE IN BLUE INK

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The FIRM shall provide comprehensive construction and post-construction phase services. The scope of services to be performed in the respective phases (which will overlap) is summarized below.

2.1 Construction Phase Services

Commencement and Duration - The Construction Phase will commence with the Notice to Proceed for the construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for 19 months. The CM should include one (1) month of pre-construction duties and one (1) month of post-construction duties for a total contract duration of 21 months.

General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built under a Project Labor Agreement (PLA) using a single prime Construction Contractor ("CC"). The Program Manager will perform as the PLA administrator of Nassau County's Master Project Labor Agreement as amended for this project, and will advise the CM of the PLA requirements for this particular project. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures, as well as a copy of the Bay Park Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination of the Construction Contractor (CC). The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, computers etc.

Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager and the Design Engineer to devise appropriate modifications to the Contract Documents.

Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents, based upon the guidelines presented in the Bay Park Program Construction Management Manual. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Program Manager, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the

CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon approval of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC, and shall provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.

Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.

Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

Information Management System - The PM has implemented an information management system (Microsoft Sharepoint in conjunction with Oracle Contract Management) to track and update the status of all pertinent project information. The CM shall reimburse the PM for the cost associated with obtaining and maintaining a license for Contract Management and shall attend training sessions provided by the PM. The CM shall upload all project documents upon receipt from the CC, per the templates developed by the PM. The CM shall utilize the system to generate logs and variance reports which shall be provided to the PM. The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents, which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. The CM shall receive the CC's submittals such as shop drawings, product data, and samples, promptly review them for completeness and responsiveness, log and finally distribute them to the Design Engineer, all distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24

hours of receipt from the Design Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations, in both paper and electronic formats.

CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.

Meetings - Schedule and conduct regular weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend weekly meetings with the County, the Program Manager and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

Reporting - The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, and 1 copy to the Program Manager no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative - supported by photographs and the project schedule updated to show progress
- C. Issues Report - Report on all critical and important issues, which require the attention of the County
- D. Change Orders - log the status of change orders (e.g., potential, proposed, pending, processed)
- E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work
- H. Attachments - attach photographs, logs, reports, etc. which are germane to the Issues Report.

Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC, the Program Manager and the Nassau County Plant and Construction personnel. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC safety program and inform the Department and the Program Manager of its adequacy.

Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County and the Program Manager, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the

County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County and the Program Manager of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information System.

Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any declaration of partial occupancy or beneficial work the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

Field Office - The CM will not be provided space for use as temporary offices during the construction phase. The CM will be able to use facilities at the Bay Park STP or Cedar Creek WPCP for the purposes of meetings and as check in locations.

New York State Revolving Fund Project -The County anticipates funding for this project under the New York State Revolving Fund Program. Accordingly, the CM will be required to comply with Program requirements as well as responsible to assure that the contractor(s) comply with the New York State Environmental Facilities Corporation (NYSEFC) bid packet and guidance documents and forms which are part of the contract documents. The CM will be responsible to administer this program on behalf of the County and provide the NYSEFC with the required compliance information.

2.2 Post Construction Phase Services

Contract Closeout - Conduct final inspections with Design Engineer, the Program Manager and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

Limitation of Services - Nothing contained in this Agreement shall be deemed to require

or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

EXHIBIT "B"

PAYMENT SCHEDULE

Payment to the FIRM for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

The amount to be paid to the FIRM as full consideration for the FIRM's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed two million, forty-seven thousand, five hundred (\$2,047,500) dollars.

Compensation for services provided under the terms of this Agreement shall be on a monthly basis, the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and ten hundredths (2.10).

Subcontractors engaged by the FIRM shall be compensated on the same basis as provided herein for employees of the FIRM. The FIRM shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The FIRM shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The FIRM shall have on file with the Department a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule may be adjusted annually. The FIRM may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars (\$175.00)

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Thomas J. Clancy, PE (Name)

One Penn Plaza, Suite 600, New York, New York 10119 (Address)

212.896.0104 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor

relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

Please see attachment

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

February 4, 2015
Dated


Signature of Chief Executive Officer for Professional Engineering Services

Thomas J. Clancy, PE
Name of Chief Executive Officer for Professional Engineering Services

Sworn to before me this

4th day of February, 20 15.


Notary Public

MARIANA SHEFLER
Notary Public, State of New York
No. 01SM6231570
Qualified in Queens County
Commission Expires November 29, 20 15



February 4, 2015

RE: Nassau County Certificate of Compliance: Response to Question 4.

Issue Date	Location	Inspection Number	Description
3/19/2014	Stony Brook, NY	964157.015	<p>OSHA issued seven citations against URS because of actions taken by the general contractor. After issuance, URS met with the OSHA Area Director and provided documentation of URS' efforts to discover issues, reporting them to the owner and having taken all available steps. OSHA recognized that the owner had not acted on the information provided by URS and vacated all citation items with no penalties. OSHA withdrew the full case before the Solicitor even filed a complaint because it concluded that URS should not have been cited.</p> <p>OSHA understood that going forward, URS would not have contractual control over the general contractor but would continue its efforts to notify the owner and also ensure URS employees monitoring quality were protected from any contractor errors.</p> <p>The Area Office also pledged its support to URS' efforts and willingness to address failings of all other parties associated with the job.</p> <p>On November 20, 2014, Regional Solicitor's representative Danielle Thompson again confirmed that all citations were vacated.</p>

If you have any additional questions please do not hesitate to contact me at 212.896.0104 or e-mail me at thomas.clancy@urs.com.

Sincerely,
URS CORPORATION – NEW YORK

Thomas J. Clancy, PE
CEO for Professional Engineering