Certified: --

113-26

FILED BY THE CLERK OF THE NASSAU COUNTY LEGISLATURE MAY 8, 2026 4:00 PM

NIFS ID: CLPW26000009

Capital: **X**

Contract ID #: **CFPW19000031**

NIFS Entry Date: **04/15/2026**

DPW Contract Number: **C011506**

Department: Public Works

Service: **Western Bays-Bay Park Conveyance Project DEC Contract C011506 Amendment #2**

Term: **Extending the end date of the amended Contract by a two-year period such that the Contract will terminate and expire nine years from the effective date, which extends the expiration date from December 9, 2026, to December 9, 2028.**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **AECOM USA, Inc.**	ID#:**135511947**
Main Address: **532 BROADHOLLOW RD MELVILLE, NY 11747** Contract Specific Address: **For Remittance: AECOM USA Inc. 1178 Paysphere Circle Chicago, IL 60674-0011**	
Main Contact: **Abby Bass**	
Main Phone: **(407) 212-2719**	

Department:
Contact Name: **Christopher Vella**
Address: **NCDPW 3340 Merrick Road Building "R" 3rd Floor Wantagh, NY 11793**
Phone: **(516) 571-7523**
Email: **awalsh@hazenandsawyer.com,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is an Amendment to Professional Services Agreement with AECOM to continue Professional Services for the Bay Park Conveyance Project DEC Contract No. C011506.

Procurement History: The initial contract was procured by NYSDEC via a qualifications-based process. NYSDEC - as

memorialized in the Cooperative Agreement - has determined the best and most cost-effective delivery method for constructing the Conveyance Project is the Design/Build (D/B) method. As NY State law does not give the County the option of procuring a D/B contractor, the County, through a triparty agreement, utilized the D/B procurement option provided to NYSDEC by the New York State Legislature.

Description of General Provisions: The Bay Park Conveyance Project will eliminate the discharge of treated wastewater effluent into Reynolds Channel by diverting this effluent to the Cedar Creek Ocean outfall pipe. Previous engineering analyses found the existing Cedar Creek Outfall has adequate capacity under nearly all flow conditions to assume the Bay Park effluent. Additionally, past studies have concluded that the conveyance of effluent to Cedar Creek is both a cost and time savings as compared to the construction of a new ocean outfall for Bay Park. Finally, a 2016 engineering evaluation has confirmed that the utilizing existing out of-service infrastructure - constructed to supp lying water to Brooklyn - is a viable cost-effective asset for the Conveyance Project. Currently, the County's engineering consultant, WSP, is providing the preliminary engineering and environmental work for the Conveyance Project. This amendment provides two-year extension of time and additional funds.

Impact on Funding / Price Analysis: The additional amount to be encumbered under Amendment No. 2 is $8,523,000.00. The Amendment #1 contract amount of $20,630,000.00 will be increased to $29,153,000.00. Funding is available under Capital Project No. 3B116.

Change in Contract from Prior Procurement: Amendment # 1 extended the original end of the Contract term by two years such that the Contract will terminate and expire seven years from the effective date, which extends the expiration date from December 8, 2024, to December 8, 2026. Additionally, Amendment #1 added $4,000,000.00 and increased the maximum contract amount to $20,630,000.00. Amendment #2 seeks to further extend the term for an additional two-year period from December 9, 2026, to December 9, 2028, and add $8,523,000.00 for a new maximum contract amount of $29,153,000.00.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 11/05/2019

Original procurement method: The initial contract was procured by NYSDEC via Qualifications Based Selection.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CD2			00	PWCD2CD2	00003	PWCD2CD2 00003 3B116 004	01	$8,523,000.00
						TOTAL		**$8,523,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$8,523,000.00
Other	$0.00
Total	**$8,523,000.00**

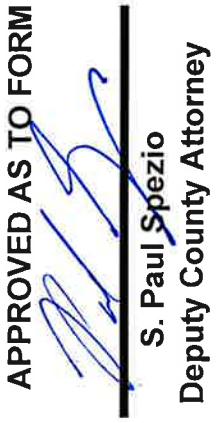
Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	04/16/2026 11:40AM	Approved
NIFS Final Approval	Christopher Yansick	04/17/2026 10:24AM	Approved
Final Approval	Christopher Yansick	04/17/2026 10:24AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	04/20/2026 02:27PM	Approved
Final Approval	Christopher Yansick	04/20/2026 02:27PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	04/21/2026 09:31AM	Approved
Approval as to Form	Julie Silverstein	04/22/2026 04:14PM	Approved
NIFS Approval	Mary Nori	04/29/2026 10:01AM	Approved
Final Approval	Mary Nori	05/06/2026 03:56PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	04/20/2026 02:31PM	Approved
NIFA Approval	Christopher Nolan	04/27/2026 04:06PM	Approved
Final Approval	Christopher Nolan	04/27/2026 04:06PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/29/2026 10:11AM	Approved
DCE Compliance Approval	Robert Cleary	04/30/2026 02:45PM	Approved
Vertical DCE Approval	Arthur Walsh	05/06/2026 03:12PM	Approved
Final Approval	Arthur Walsh	05/06/2026 03:12PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	05/08/2026 02:01PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND AECOM USA, INC. AND THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



WHEREAS, the County has negotiated an amendment to a professional consulting services agreement with AECOM USA, Inc. and the New York State Department of Environmental Conservation wherein AECOM provides consulting services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute said amendment.

AMENDMENT TO NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION DESIGN-BUILD PROFESSIONAL CONSULTING SERVICES CONTRACT

between

AECOM USA, Inc.,

NASSAU COUNTY

and

STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION

THIS AMENDMENT, entered into by and between the State of New York Department of Environmental Conservation (hereinafter referred to as the DEPARTMENT), having offices at 625 Broadway, Albany, New York 12233; Nassau County (hereinafter referred to individually as the "County"), a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501; and AECOM USA, Inc. (hereinafter referred to as "CONSULTANT" in the body of the Contract and or Agreement), having offices at 125 Broad St., 14th Floor, New York, New York 10004 (collectively referred to as the "Parties") is hereby attached to and becomes incorporated into the above referenced contract.

WITNESSETH:

WHEREAS, the parties entered into a prior Contract and or Agreement which was duly assigned Contract Number C011506 (the "Contract") which said Contract the parties now desire to further amend and extend; and

WHEREAS, the DEPARTMENT and the COUNTY entered into a cooperative agreement to carry out the joint delivery of a project to divert treated wastewater from the Bay Park Wastewater Treatment Plant (now known as the South Shore Water Reclamation Facility) to the Cedar Creek Wastewater Treatment Plant's (now known as the Cedar Creek Water Pollution Control Plant's) ocean outfall (the "Project"); and

WHEREAS, through the Contract, the DEPARTMENT and COUNTY retained Professional Consulting Services through an expert engineering firm to assist in the management of the procurement, design, and construction of the Project using a Design-Build approach pursuant to the Infrastructure Investment Act (Part F of Chapter 60 of the Laws of 2015, as amended by Part RRR of Chapter 59 of the Laws of 2017 and Part WWW of Chapter 59 of the Laws of 2019); and

WHEREAS, the Contract included a Maximum Amount Payable (MAP) of $16,630,000.00 to the CONSULTANT in Article 6. Any increase to the MAP requires written amendment. Additionally, the Contract term was originally scheduled to terminate and expire on December 9, 2024 per Article 2, with an option for the Parties to extend the term up to two consecutive two-year periods (totaling four years) if the DEPARTMENT deems necessary through the period of completion of related construction contracts, and provided there is a written amendment; and

WHEREAS, due to delays in completion of the Design Build Contract D-011883, the Contract was amended on March 11, 2025 to extend the Contract to terminate and expire on December 8, 2026 and add $4,000,000.00 to the Contract Maximum Amount Payable for a total Contract Maximum Amount Payable of $20,630,000.00; and

WHEREAS, on March 13, 2025 the Design-Build Contract D-011883 was also necessarily amended to extend the Final Acceptance Date as a result of numerous delays in design, construction, and equipment and materials delivery and due to the continuance of such delays it must be amended again; and

WHEREAS, with this second extension of the Design-Build Contract, necessitated by ongoing delays to the completion of the Design Build Contract D011883, further delaying project close-out and causing the disproportionate expenditure of the scheduled amount as set forth in Amendment No. 1, necessitating this second amendment and extension to the Contract for continued services from CONSULTANT for expert engineering management of design, construction, and final Project close-out in accordance with the Contract's Attachment 1 - Scope of Services; and

WHEREAS, the Contract provides for amending the Contract in Article 35 and extending the Contract in Article 2.

NOW THEREFORE, the parties hereto agree as follows:

1. Article 2. TERM. is revised by extending the end date of the Contract for a two-year period from December 9, 2026 to December 9, 2028.

2. Article 6. PAYMENT. is revised to increase the MAP under this Contract by $8,523,000.00 for a new MAP of $29,153,000.

3. Exhibit A, Specific Hourly Rates is supplemented with the attached Exhibit A, Specific Hourly Rates for 2026, 2027, and 2028.

4. Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee is supplemented with the attached Exhibit B, Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee for 2026, 2027, and 2028.

5. All other terms and conditions of Contract Number C011506, as amended will remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

Department Certification "In addition to the acceptance of this Contract Amendment, I also certify that original copies of this signature page will be attached to all other exact copies of the subject Contract."

CONSULTANT SIGNATURE
By:
Print Name: Paul F. Storella
Title: Senior Vice President
Dated: 1/7/26

NASSAU COUNTY SIGNATURE
By:
Print Name:
Title:
Dated:

DEPARTMENT SIGNATURE
By:
Print Name: Katherine Calogero
Title: Director, Division of Fiscal Management
Dated:

ATTORNEY GENERAL'S SIGNATURE
Approved as to Form:
Dated:

COMPTROLLER'S SIGNATURE
Approved: Thomas P. DiNapoli State Comptroller
Dated:

Consultant (AECOM USA) Acknowledgement

State of New York)
) ss.:
County of Nassau)

On the 7th day of January in the year 2026, before me, the undersigned notary public, personally appeared Paul F Storelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ASHVINKUMAR VENAJI SOLANKI
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
01SO0016436
MY COMMISSION EXPIRES 11/15/2027

AV

_____ Notary Public

Nassau County Acknowledgement

State of _____)
) ss.:
County of _____)

On the _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____ Notary Public

BAY PARK CONVEYANCE PROJECT - POST AWARD RATE TABLE

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2026

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Aaron Rupp	Project Control				
Addyson Lyons	Roadway/Transportation Engineering				
Aimee Boulet	Senior Program Engineer/Project Manager				
Chris Macey	SME Pipeline Rehab				
Eric Janssen	Lead Electrical Engineer				
Erin Guire	Permit Advisor				
Farhan Haddad	Procurement Advisor				
Guru Panda	Geotechnical Engineering Support				
Irwan Halim	Design Quality Management				
Jacob (Jake) Williamson	Roadway/Transportation Engineering				
Jaechul Kim	Scheduling P6 Subject Matter Expert				
James Thompson	SME Mechanical				
Lawrence Pendergast	SME Instrumentation & Controls				
Marc Gluberman	Deputy Project Manager				
Michael Cronan	Field Oversight (Commiss. Lead)				
Nausherwan Hasan	Civil/Structural Engineer				
Niels Benavides	Senior Architect				
Paige Williams	Kahua (PMIS) Implementation				
Paul Nicholas	SME Microtunnels				
Purnima Prasad	Project Engineer				
Richard Redmond	Construction Quality Management				
Richard Renzi	EH&S Manager				
Sandra Somwaru	Administration				
Tina Hu	Project Engineer				
William Tuccillo	SME Electrical				
Melissa Ann Zentai	Deputy Ecologist				
Ronis Pelekanos	Project Controls and Claims Manager				
Whitney Brooks	Kahua Coder				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.
**Billable Rates are capped at $325 per hour.

BAY PARK CONVEYANCE PROJECT - POST AWARD RATE TABLE

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2027

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Aaron Rupp	Project Control				
Addyson Lyons	Roadway/Transportation Engineering				
Aimee Boulet	Senior Program Engineer/Project Manager				
Chris Macey	SME Pipeline Rehab				
Eric Janssen	Lead Electrical Engineer				
Erin Guire	Permit Advisor				
Farhan Haddad	Procurement Advisor				
Guru Panda	Geotechnical Engineering Support				
Irwan Halim	Design Quality Management				
Jacob (Jake) Williamson	Roadway/Transportation Engineering				
Jaechul Kim	Scheduling P6 Subject Matter Expert				
James Thompson	SME Mechanical				
Lawrence Pendergast	SME Instrumentation & Controls				
Marc Gluberman	Deputy Project Manager				
Michael Cronan	Field Oversight (Commiss. Lead)				
Nausherwan Hasan	Civil/Structural Engineer				
Niels Benavides	Senior Architect				
Paige Williams	Kahua (PMIS) Implementation				
Paul Nicholas	SME Microtunnels				
Purnima Prasad	Project Engineer				
Richard Redmond	Construction Quality Management				
Richard Renzi	EH&S Manager				
Sandra Somwaru	Administration				
Tina Hu	Project Engineer				
William Tuccillo	SME Electrical				
Melissa Ann Zentai	Deputy Ecologist				
Ronis Pelekanos	Project Controls and Claims Manager				
Whitney Brooks	Kahua Coder				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.
**Billable Rates are capped at $325 per hour.

BAY PARK CONVEYANCE PROJECT - POST AWARD RATE TABLE

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2028

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Aaron Rupp	Project Control				
Addyson Lyons	Roadway/Transportation Engineering				
Aimee Boulet	Senior Program Engineer/Project Manager				
Chris Macey	SME Pipeline Rehab				
Eric Janssen	Lead Electrical Engineer				
Erin Guire	Permit Advisor				
Farhan Haddad	Procurement Advisor				
Guru Panda	Geotechnical Engineering Support				
Irwan Halim	Design Quality Management				
Jacob (Jake) Williamson	Roadway/Transportation Engineering				
Jaechul Kim	Scheduling P6 Subject Matter Expert				
James Thompson	SME Mechanical				
Lawrence Pendergast	SME Instrumentation & Controls				
Marc Gluberman	Deputy Project Manager				
Michael Cronan	Field Oversight (Commiss. Lead)				
Nausherwan Hasan	Civil/Structural Engineer				
Niels Benavides	Senior Architect				
Paige Williams	Kahua (PMIS) Implementation				
Paul Nicholas	SME Microtunnels				
Purnima Prasad	Project Engineer				
Richard Redmond	Construction Quality Management				
Richard Renzi	EH&S Manager				
Sandra Somwaru	Administration				
Tina Hu	Project Engineer				
William Tuccillo	SME Electrical				
Melissa Ann Zentai	Deputy Ecologist				
Ronis Pelekanos	Project Controls and Claims Manager				
Whitney Brooks	Kahua Coder				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.
**Billable Rates are capped at $325 per hour.

Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2026

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Carol Ruiz	Document Control	NOVA				
Amber Vasquez	Document Control	NOVA				
Sandro Demelas	Field Inspector	NOVA				
Eric Wisnom	Junior Environmental Planner	CALLADIUM				
Leslie Mesnick	Senior Project Manager	CALLADIUM				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2027

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Carol Ruiz	Document Control	NOVA	[redacted]			
Amber Vasquez	Document Control	NOVA				
Sandro Demelas	Field Inspector	NOVA				
Eric Wisnom	Junior Environmental Planner	CALLADIUM				
Leslie Mesnick	Senior Project Manager	CALLADIUM				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2028

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Carol Ruiz	Document Control	NOVA	[redacted]			
Amber Vasquez	Document Control	NOVA				
Sandro Demelas	Field Inspector	NOVA				
Eric Wisnom	Junior Environmental Planner	CALLADIUM				
Leslie Mesnick	Senior Project Manager	CALLADIUM				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: AECOM USA, Inc.

2. Amount requiring NIFA approval: $8,523,000.00

Amount to be encumbered: $8,523,000.00

Slip Type: 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: to Extending the end date of the amended Contract by a two-year period such that the Contract will terminate and expire nine years from the effective date, which extends the expiration date from December 9, 2026, to December 9, 2028.

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

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

This is an Amendment to Professional Services Agreement with AECOM to continue Professional Services for the Bay Park Conveyance Project DEC Contract No. C011506.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

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 04/27/2026

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.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: March 30, 2026

SUBJECT: Bay Park Conveyance Project
Owner's Agent Tri Party Contract Amendment
AECOM USA, Inc.
Responsibility Determination Memo

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not

considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Adverse Information Review

On its disclosure forms, the Vendor reports numerous US Occupational, Safety and Health Administration (OSHA) inspections, along with a few OSHA violations for work by its construction affiliates. The number of violations is not large for an entity of the Vendor's size, nor were any of the violations characterized by OSHA as willful or serious.
Vendor reports that the New York State Department of Labor (NYSDOL) elected not to prosecute an AECOM affiliate after issuing a notice of violation involving asbestos abatement work. Additionally, Vendor is contesting a NYSDOL notice of violation for structures under a site-specific variance.

Vendor, along with Central Hudson Gas & Electric and Weeks Marine Inc, jointly settled a notice of violation issued by the New York State Department of Environmental Conservation (NYSDEC) due to an oil sheen escaping a containment boom at a remedial project on the Hudson River bank. Additionally, Vendor is contesting a violation notice issued by NYSDEC for alleged tidal wetland permit violations on another project.
Vendor paid a penalty $2,586 to the New York State department of Transportation for blocking sidewalks with construction barriers during a remedial project without a permit.

Vendor also reports that the US Dept. of Justice (USDOJ) intervened in a whistle blower lawsuit against AECOM related to work it did for the Federal Emergency Management Agency (FEMA) after Hurricane Katrina. The complaint is for actions that took place from 2009-2011. The employee that was the primary focus of the complaint was terminated in 2010. The settlement agreement requires the Vendor to pay $5,900,000 in restitution - $2,478,000 of that amount is paid Robert Romero; the relator that initiated the qui tam action. The settlement agreement also states that there was no admission of liability by Vendor and contains an express denial by Vendor of wrongdoing or violation of the False Claims Act. Vendor reports that FEMA has continued to award it contracts.

Vendor reports that a company known as Amentum has settled actions with the US Dept of Labor and the USDOJ. Vendor is reporting these settlements because Amentum is a company made up of a former AECOM business group known as Management Services (MS) and the conduct that was addressed by the settlements occurred while Management Services was part of AECOM. Both settlements occurred after MS separated from AECOM and became Amentum in 2020. AECOM was not involved in the settlements and paid no fine or other monies to the US government or any other person or entity as part of the Amentum settlements.

AECOM principles report on their Principal Questionnaires (PQ) that AECOM parent company, ATS, received notices from the Cities of Milwaukee and Sarasota that its contracts with those Cities had been terminated for cause. In both instances, ATS was successfully in reversing the termination for cause decisions. Additionally, AECOM is challenging a notice of termination for cause by Atlantic City Electric. On their PQs, Vendor Principals report that in March 2019, ATS entered into a Settlement Agreement with the City of Philadelphia relating to failing to disclose campaign contributions. The contributions did not exceed the City's campaign finance limits and AECOM continues to work for the City under existing contracts.

Applying the law and County Procurement Policy guidance to the facts reported in this memorandum, the Department has concluded that Vendor is a responsible vendor for the performance of the scope of work in the Bay Park Conveyance Project Owner's Agent Tri Party Contract.

Jane Houdek
Attorney for DPW

JH:jd

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, John DiChello 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: AECOM USA, Inc.

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

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 02/11/2026 10:42:36 am

Lobbyist Registration and Disclosure Form: 02/27/2026 12:59:11 pm

Business History Form certified: 04/07/2026 01:41:21 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 02/11/2026 10:47:22 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Samuel Donelson [SAMUEL.DONELSON@AECOM.COM]
Date Certified	03/16/2026 01:05:08 pm

Principal Name	Lisa Lesser [LISA.LESSER@AECOM.COM]
Date Certified	04/01/2026 12:46:53 pm

Principal Name	Glen Kartalis [GLEN.KARTALIS@AECOM.COM]
Date Certified	04/02/2026 01:02:53 pm

Principal Name	Vishnu Ramlagan [VISHNU.RAMLAGAN@AECOM.COM]
Date Certified	03/18/2026 02:21:28 pm

I, John DiChello 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."

John DiChello JOHN.DICHELLO@AECOM.COM

Name

Asst. Secretary

Title

AECOM USA, Inc.

Name of Submitting Entity

04/07/2026 01:42:37 pm

Date

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 [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
John DiChello [JOHN.DICHELLO@AECOM.COM]

Dated: 02/11/2026 10:42:36 am

Vendor: AECOM USA, Inc.

Title: Assistant Secretary

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: 04/07/2026

1) Proposer's Legal Name: AECOM USA, Inc.

2) Address of Place of Business: 605 Third Avenue

City: New York State/Province/ Territory: NY Zip/Postal Code: 10158

Country: US

Address: 125 Broad Street

City: New York State/Province/ Territory: NY Zip/Postal Code: 10004

Country: US

Start Date: End Date:

3) Mailing Address (if different): 605 Third Avenue

City: New York State/Province/ Territory: NY Zip/Postal Code: 10158

Country: US

Phone: (212) 973-2900

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

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

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

YES [X] NO [ ] If yes, please provide details:

AECOM USA, Inc. shares space & equipment with other affiliated entities under AECOM ownership.

8) Does this business control one or more other businesses?

YES [X] NO [ ] If yes, please provide details:

See attached list of subsidiary entities.

1 File(s) uploaded: AECOM USA Subsidiaries Apr 2026.xlsx

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES [X] NO [ ] If yes, please provide details:

AECOM USA, Inc. is a subsidiary of AECOM Technical Services, Inc. See attached list of affiliates.

1 File(s) uploaded: AECOM USA Affiliates Apr 2026.xlsx

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 [X] 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 attachment.

11) Has the proposer, during the past seven years, been declared bankrupt?

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

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 [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See attachment.

1 File(s) uploaded: AECOM USA, Inc. Question 13.docx

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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 conflicts exist.

(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.

As part of its operations, AECOM evaluates potential conflicts prior to pursuing opportunities with new and existing clients. The evaluation is part of AECOM's "go/no go" decision process and includes input from Operations, Legal and Client Account Managers.

(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.

As part of its operations, AECOM evaluates potential conflicts prior to pursuing opportunities with new and existing clients. The evaluation is part of AECOM's "go/no go" decision process and includes input from Operations, Legal and Client Account Managers.

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.

As part of its operations, AECOM evaluates potential conflicts prior to pursuing opportunities with new and existing clients. The evaluation is part of AECOM's "go/no go" decision process and includes input from Operations, Legal and Client Account Managers.

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 [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

05/03/1930

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.

AECOM USA, Inc. is wholly owned by AECOM Technical Services, Inc., and is ultimately owned by AECOM, a Delaware Corporation that is publicly traded company on the NYSE (symbol ACM).

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

See Attachment.

1 File(s) uploaded: AECOM USA Officers Apr 2026.xlsx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

15000

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

See technical proposals. Furthermore, for Question V above, please note that these are employees of AECOM Technical Services, Inc.., the owner of AECOM USA, Inc.

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

B. Indicate number of years in business.

96

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

See information and references provided in submitted technical proposals.

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	SUNY/Fashion Institute of Technology (FIT)		
Contact Person	George Jefremow		
Address	227 West 27th Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 217-7999		
Fax #			
E-Mail Address	george_jefremow@fitnyc.edu		

Company	Dormitory Authority of the State of New York		
Contact Person	Paul J. Goncalves		
Address	723 Anderson Hill Road		
City	Purchase	State/Province/Territory	NY
Country	US		
Telephone	(914) 251-4434		
Fax #			
E-Mail Address	pgonclav@dasny.org		

Company	NYC Department of Design and Construction		
Contact Person	Eric Macfarlane, PE		
Address	30-30 Thompson Avenue		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(718) 391-3142		
Fax #			
E-Mail Address	macfarla@ddc.nyc.gov		

Company	Fresno County Rural Transit Agency		
Contact Person	Moses Stites		
Address	2035 Tulare St, Suite 201		
City	Fresno	State/Province/Territory	CA
Country	US		
Telephone	(559) 233-6789		
Fax #			
E-Mail Address	mstites@fresnocog.org		

Company	Los Angeles Department of Transportation
Contact Person	Kari Derderian

Address	1828 Sawtelle Blvd #108		
City	Los Angeles	State/Province/Territory	CA
Country	US		
Telephone	(213) 928-9741		
Fax #			
E-Mail Address	kari.derderian@lacity.org		

Company	Loudoun County - Department of Transportation & Capital Infrastructure		
Contact Person	Tina Paris		
Address	101 Blue Seal Dr SE - Ste 102		
City	Leesburg	State/Province/Territory	VA
Country	US		
Telephone	(703) 771-5564		
Fax #			
E-Mail Address	tina.paris@loudoun.cov		

Company	Roseville Electric Utility/City of Roseville		
Contact Person	David Bradford		
Address	311 Vernon St, #206		
City	Roseville	State/Province/Territory	CA
Country	US		
Telephone	(916) 746-1672		
Fax #			
E-Mail Address	dbradford@roseville.ca.us.		

Company	Washington Metropolitan Area Transit Authority		
Contact Person	Darin Welt		
Address	600 5th Street NW		
City	Washington	State/Province/Territory	DC
Country	US		
Telephone	(202) 962-1835		
Fax #			
E-Mail Address	drwelt@wmata.com		

I, John DiChello , 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 DiChello , 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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Name of submitting business: AECOM USA, Inc.

Electronically signed and certified at the date and time indicated by:
John DiChello JOHN.DICHELLO@AECOM.COM

Assistant Secretary and Region Chief Counsel
Title

04/07/2026
Date

Entity Name
AECOM Architects & Engineers (NJ), Inc.
AECOM CARIBE, L.L.P.
AECOM INGENIERIA S.A. de C.V.
AECOM Libya Housing and Infrastructure, Inc.
AECOM Pacific, Inc.
AECOM USA of Massachusetts, Inc.
AECOM USA of Michigan, Inc.
ATC Architecture, Inc.
Consoer Townsend Envirodyne Engineers of Indiana, Inc
DIT-Harris, S.A.
DMJM Aviation, Inc.
DMJM, Inc.
DMJM+HARRIS CANADA INC.
Egis-Semaly, Inc.
Frederic R. Harris, Inc.
Lim & Nascimento Engineering Corporation
Material Testing Services, Inc.
Metcalf & Eddy of Ohio, Inc.
P&D Consultants, Inc.
Planeacion de Recursos Cientificos S.A. DE C.V.
The Ellerbe Becket Company, LLC
Urbitran Architectural/Engineering Group, Inc.
Urbitran Architectural/Engineering Group, PLLC

Entity Name
AECOM Architects, P.C.
AECOM Argentina S.A.
AECOM C&E, Inc.
AECOM CM Holdings, Inc.
AECOM Design Services, Inc.
AECOM Field Services, LLC
AECOM INGENIERIA S.A. de C.V.
AECOM Louisiana, a Professional Corporation
AECOM Services of DC, LLC
AECOM Services of Illinois, Inc.
AECOM Services of Michigan, Inc.
AECOM Services of Ohio, Inc.
AECOM Services of PA, Inc.
AECOM Services, LLC
ATC Architecture, Inc.
Davis Langdon, Inc.
DEGW North America Limited LLC
DMJM International
Earth Tech Environment & Infrastructure Inc.
Economics Research Associates
EDAW, Inc.
Environmental Management and Planning Solutions, LLC
Grupo Rust International de Venezuela, C.A.
NEWPORT WATER SERVICES LLC
Supervision Infraestructura Aeroportuaria S.A. de C.V.
URS Corporation

URS Group, Inc.

AECOM USA, Inc.

AECOM USA, Inc., a corporation organized under the laws of the State of New York, is a direct, wholly owned subsidiary of AECOM Technical Services, Inc., and an indirect, wholly-owned subsidiary of AECOM, a Delaware corporation whose stock is publicly traded on the New York Stock Exchange.

Investigations/Investigative Demands

AECOM USA, Inc. – Vendor/Reporting Entity

1. Investigation – United States Department of Justice. On June 3, 2020, a whistleblower qui tam suit against AECOM, related to AECOM's work for FEMA after Hurricane Katrina, was unsealed, and DOJ filed a notice indicating their intent to intervene in the case under the False Claims Act. DOJ filed their complaint against AECOM alleging violations of the False Claims Act on July 28, 2020. The allegations in the complaint primarily focus on the conduct of one AECOM employee who was terminated by AECOM in 2010 and focus on conduct largely, although not exclusively, between 2009 and 2011. In October 2023, the matter between AECOM and the DOJ regarding FEMA Katrina recovery work has been settled on very favorable terms for AECOM. To avoid the distraction and expense of a trial litigating events that occurred over 15 years ago, AECOM has agreed to pay DOJ a small fraction of the damages they claimed they could prove at trial and the settlement comes with an express denial of any wrongdoing or any violation of the False Claims Act. Like FEMA and the Louisiana Department of Education, throughout this case AECOM has maintained that there was no overpayment to New Orleans schools and the money funded by FEMA to New Orleans schools was well deserved. The current resolution is entirely consistent with this position. FEMA has continued to trust AECOM with critical disaster recovery missions awarding the firm numerous significant contracts, including the $300M Risk Mapping, Assessment and Planning Program. Please contact Howard Cohen, Vice President, Assistant General Counsel, Ethics & Compliance, howard.cohen@aecom.com, for additional details or questions.

AECOM Technical Services, Inc. – Parent Entity to AECOM USA, Inc.

1. CID - In September of 2023, AECOM received a Civil Investigative Demand (CID) from the Department of Justice requesting documents, responses to interrogatories, and testimony related to AECOM's work at the Red Hill Bulk Fuel Storage Facility in Honolulu, HI. The CID stated that DOJ is conducting an investigation into violations of the False Claims Act. After conducting an investigation, DOJ closed the investigation against AECOM without any claim against AECOM and declined to intervene, the whistleblower voluntarily dismissed his case against AECOM.

2. CID - In November of 2023, AECOM received a Civil Investigative Demand from the Department of Justice requesting documents and responses to interrogatories related to AECOM's work for the Army Corp of Engineers at the Levee 536 Restoration Project. AECOM is currently in the process of complying with these requests. The CID states that DOJ is conducting an investigation into violations of the False Claims Act. At present time, DOJ has not filed any claim against AECOM alleging violations of the False Claims Act.

3. CID - In February 2024, AECOM received a Civil Investigative Demand from the U.S. Attorney's Office in Rhode Island as part of a False Claims Act investigation related to the Washington Bridge in Providence, RI. The CID did not state that the government suspects AECOM violated the False Claims Act, and in other contexts related to this investigation, the government has communicated to AECOM that it is simply a witness in the investigation, and not a target or subject. The Department of Justice has not alleged any violations of the False Claims Act by AECOM in this matter.

Violations/Consent Orders/Actions

AECOM USA, Inc. – Vendor/Reporting Entity

1. Violation – New York State Department of Environment Conservation. On April 8, 2022, AECOM USA, Inc. received a Notice of Violation from New York State Department of Environmental Conservation ("DEC") alleging non-compliance with Natural Resource Permit Conditions, including nonconformance with approved plans, lack of and/or improper implementation of best management practices, and placement of indeterminate amount of fill all within tidal wetlands, tidal wetlands adjacent area, and protected waters, at Bronx River between Cross Bronx Expressway and Sheridan Boulevard in Starlight Park, Bronx, NY on or before March 28, 2022. DEC contends these activities violate Environmental Conservation Laws (ECL), namely, Article 25, Tidal Wetlands Act, §25-0401, Part 661; Article 15, Protection of Waters Act, §15-0501, 0503, 0505, Part 608; and Article 34, Coastal Erosion, §34-0109, Part 505. AECOM denied any noncompliance with Permit Conditions or violations of any ECL occurred.
2. Violation – New York State Department of Labor. On May 18, 2022, the New York State Department of Labor issued a notice of violation to AECOM USA, Inc. for failure to comply with the conditions of Site-Specific Variance #21-0284 that require a full-time project monitor to oversee the project to ensure compliance with NYS Code Rule 56. AECOM is overseeing work by a demolition/remediation contractor and serving as project monitor for New York State Department of Environmental Conservation at the Storage Tech Services Building site in Watervliet, New York. AECOM disputes the violation because the variance was approved by NYSDOL, covered the entire facility, and included information about the specific buildings at the facility. Moreover, there is no issue with our license or any of our employees' licenses. NYSDOL issued NOVs to AECOM and DEC's asbestos abatement contractor on the basis the contractor should have issued notifications for each and every building. While NYSDOL would not agree to rescind the NOV, NYSDOL indicated to DEC that NYSDOL does not intend to issue any fines or require remedial action. We sent a formal response to the NOV on June 3, 2022, requesting that NYSDOL rescind and withdraw the NOV and not prosecute the alleged violation further.
3. Violation – New York State Department of Environmental Protection. On February 29, 2024, the New York State Department of Environmental Protection (NYCDEP) issued a summons to AECOM USA, Inc. alleging AECOM failed to implement pollution prevention measures in NYC Title 15 RCNY 19.1-03.3 (b)(9)(i) at 126-43 39 Avenue in Corona, Queens, New York. AECOM denied that a violation occurred because contractor performing the work collected the concrete washout in prefabricated disposable concrete washout bags set within plastic lined, steel reinforced cages that were protected from vehicles and equipment using concrete barriers, and the alleged issue was corrected in a timely manner. NYCDEP acknowledged that the issue was corrected in a timely manner and recommended a mitigated penalty. Thus, a $1,500 mitigated penalty was issued, and AECOM is pursuing reimbursement from the client.
4. Violation - New York State Department of Environmental Conservation. On December 11, 2024, New York State Department of Environmental Conservation issued a Notice of Violation to

Walgreens Company, Divisions Maintenance Group (DMG), D.G. Gutierrez Enterprises, LLC (D.G. Gutierrez), and AECOM USA, Inc. for alleged violation of 6 NYCRR 375 in connection with work at the NYSDEC Brownfield Cleanup Program Site (No. C356032) located at 10 East Chester Street in Kingston, New York (Site). Walgreens is responsible for cleanup at the Site under the Brownfield Cleanup Agreement (Index No. W3-0980-03-12) dated July 16, 2004. NYSDEC alleged (1) failure to provide proper disposal documentation of four DOT-approved, 55-gallon non-hazardous/investigation-derived waste drums by D.G. Gutierrez, a subcontractor of Walgreen's contractor DMG; and (2) inadequate transportation records documenting disposal to a permitted facility. The events giving rise to the NOV date back to 2023. On March 9, 2023, AECOM mobilized to the Site to collect groundwater samples from monitoring wells and noted that four DOT-approved 55-gallon drums at the Site utilized for storage of IDW were missing from the staged area. NYSDEC was notified that day. The drums were clearly labeled as non-hazardous pending determination and included contact information and dates on the labels. Based on Walgreens' investigation, a Walgreens employee identified the drums as illegal dumping and placed an order with Walgreens' maintenance subcontractor, DMG, to remove the waste. DMG's subcontractor D.G. Gutierrez disposed of the drums at a facility near New York but could not locate the records of the disposal with the specific facility. AECOM responded denying liability because the 90-day storage limitation does not apply to non-hazardous material, there is no requirement for fencing/barriers around drums, and Walgreen's subcontractor removed the drums without AECOM's oversight, knowledge, or involvement. Although NYSDEC did not withdraw the NOV, NYSDEC did not prosecute the alleged violation or impose any fine, penalty, or sanction against AECOM.

5. Violation – New York Office of the City Clerk. On April 16, 2025, AECOM USA, Inc. received notice of a Violation from the Office of the City Clerk for filing an annual lobbying report late, which included a fine of $2,300. AECOM USA, Inc. paid the fine in a timely manner.

AECOM Technical Services, Inc. – Parent Entity to AECOM USA, Inc.

1. Consent Order - State of Tennessee Department of Environmental Conservation. AECOM Technical Services, Inc. (AECOM), Colonial Pipeline Company (Colonial), Metropolitan Nashville Airport Authority (MNAA), and the Tennessee Department of Transportation (TDOT) executed a Brownfield Consent Agreement with the State of Tennessee Department of Environmental Conservation on or about March 18, 2022 (Consent Order) concerning a release of petroleum product at the Colonial Pipeline CPC-L19 site located at 1 Terminal Drive in Nashville, Davidson County, Tennessee at the Nashville International Airport (BNA). Colonial, MNAA, and TDOT were engaged in discussions regarding relocation of two refined product pipelines known as Line 19 and Line 20 to accommodate MNAA's Terminal Access Roadway Improvements project at BNA and a related project by TDOT to relocate a portion of Donelson Pike and its interchange with I-40 near BNA (TDOT Project). On April 9, 2019, TDOT struck Colonial's Line 19 at BNA while conducting geotechnical soil borings in connection with the TDOT Project, resulting in a release of gasoline into the surrounding soils and nearby McCrory Creek. AECOM played no role in the location of underground utilities or the drilling activities on April 9, 2019. AECOM did provide a seconded employee to MNAA to assist MNAA with its Terminal Access Roadway Improvements project at the Nashville International Airport. As indicated above, the line strike occurred when a TDOT drilling crew struck a Colonial underground petroleum line while conducting soil borings in relation to the TDOT Project. AECOM expressly denies any responsibility or liability for the line strike or remediation of the contamination. AECOM's only obligation under the Consent Order is to send notification of the Consent Order by certified mail to local governments with jurisdiction over the site and

owners of adjoining properties, and to provide documentation to the Tennessee Department of Environment and Conservation and other parties to the Consent Order to demonstrate public notice has been accomplished.

2. Violation - Connecticut Department of Energy and Environmental Protection. On or about March 21, 2022, AECOM Technical Services, Inc. received a Notice of Violation from the Connecticut Department of Energy and Environmental Protection ("DEEP") stating DEEP conducted an inspection on January 4, 2022, of AECOM at 500 Enterprise Drive, Rocky Hill, CT and identified a violation of "CGS Section 22a-66c(a)." Specifically, the Notice provides AECOM solicited to perform and/or subcontracted the performance of commercial pesticide applications for the control of invasive plants at Pratt & Whitney in East Hartford, CT without first obtaining a certificate of registration from DEEP. AECOM disputed the violation because AECOM is not a pesticide application business and hired a subcontractor to perform the application who was required to hold the registration. DEEP did not assess any penalty and took no further action against AECOM.
3. Violation - Pennsylvania Public Utility Commission Damage Prevention Committee. In July 2022, AECOM Technical Services, Inc. AECOM received an information determination of the Pennsylvania Public Utility Commission Damage Prevention Committee (DPC) regarding alleged violation of the Underground Utility Line Protection Law for failure to file a safety incident report within 10 days of a link strike as required. After reviewing AECOM's rejection of the informal determination of the DPC, an enforcement action was not initiated against AECOM and the matter was closed.
4. Violation - Philadelphia Water Department. On August 29, 2022, AECOM Technical Services, Inc. received a fine of $1,800 from the Philadelphia Water Department for Significant Non-Compliance of Groundwater Discharge Permit for violations relating to sampling during April and May 2022 at the 7-Eleven Store 23854 treatment system in Philadelphia. AECOM collected samples in late April 2022 at the site, but for the incorrect analysis. The correct analysis was performed in early May after AECOM detected the error, and all samples since April 2022 have been detected below permit effluent limits. PWD was not willing to waive the fine despite these mitigating factors.
5. Violation - Federal Motor Carrier Safety Administration. On November 18, 2022, the Federal Motor Carrier Safety Administration assessed an Hours of Service violation of 392.2H (State/Local Hours of Service) against AECOM Technical Services, Inc.
6. Violation - Michigan Occupational Safety and Health Administration. On July 14, 2023, Michigan Occupational Safety and Health Administration (MIOSHA) issued a other-than-serious violation to AECOM Technical Services, Inc. for not submitting a MIOSHA or OSHA Form 300A "Summary of Work-Related Injuries and Illnesses" for year 2022 to OSHA. MIOSHA vacated the citation after AECOM appealed and provided evidence that AECOM did, in fact, timely submit its OSHA Form 300A form for 2022.
7. Violation - San Diego County Agricultural Commission. AECOM Technical Services, Inc. received a Notice of Proposed Action, Nature of Violation, and Opportunity to be Heard from the San Diego County Agricultural Commission proposing to fine AECOM $250 for failure to register pesticides used by AECOM with the County Agricultural Commissioner before operating as a pest control business in 2021, 2022, and 2023 in violation of California Food and Agricultural Code Section 11732. On or about October 1, 2023, the Agricultural Commissioner ordered AECOM to pay a fine of $250. AECOM paid the fine.
8. Violation - Pennsylvania Department of Environmental Protection. On April 16, 2024, AECOM Technical Services, Inc. received a Notice of Violation from Pennsylvania Department of Environmental Protection regarding a report prepared by AECOM titled Remedial Action Completion Report for the Top Star 127 facility located at Route 309 & Charles Street, Coopersburg Borough, Lehigh County that was sent to PADEP on February 25, 2022. PADEP determined that the report did not meet the requirements of the Corrective Action Process regulations, 25 Pa. Code Section 245.313, disapproved the report on May 24, 2022, and directed Top Star to correct the deficiencies by July 31, 2022. On January 26, 2024, PADEP received a

revised report titled Remedial Action Completion Report for the Top Star 127 facility prepared by AECOM. PADEP determined that this 2024 report was not a revised and complete RACR document as directed by PADEP. PADEP contended that Top Star is in violation of 25 Pa. Code Chapter 245.313 because the 2024 report failed to correct the deficiencies cited within the RACR disapproval letter dated May 24, 2022 and incorporate those corrections into a revised and complete RACR document. In addition, PADEP asserted that AECOM assisted in a violation at the Top Star 127 facility because AECOM prepared and submitted a RACR that did not correct previously-cited deficiencies and incorporated those corrections into a revised and complete RACR document. Section 1310 of Pennsylvania's Storage Tank and Spill Prevention Act (Act 32) provides that it is unlawful to cause or assist in the violation of any provisions of Act 32 or the applicable regulations. AECOM disputes liability. AECOM resubmitted a RACR to address any remaining issues to PADEP in July 2024. In September 2024, AECOM received a notification from PADEP that the RACR submitted in July 2024 was approved. No penalty or fine was assessed.

9. Consent Order - United States Environmental Protection Agency. On June 24, 2024, AECOM Technical Services, Inc. received a Notice of Potential Liability and Settlement Offer Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675 (CERCLA), from the United States Environmental Protection Agency (EPA) relating to the Pure Earth Recycling Superfund Site in Vineland Township, Cumberland County, New Jersey (Site). Pure Earth Recycling, Inc. (PER) operated a commercial solid and hazardous waste facility at the Site to store and treat waste from remediation contractors and others before shipment to other facilities. EPA identified AECOM as one of 930 potentially responsible parties under CERCLA for reimbursement of costs that EPA incurred in investigating and responding to releases and potential releases of hazardous substances at the Site. EPA designated AECOM as a *de minimis* party that arranged for disposal or treatment of less than 1.5% of the total hazardous substances at the Site (among all *de minimis* parties, only 1,453 gallons of 7,217,536 gallons of waste) – a contribution that EPA concluded is minimal in comparison to other parties who contributed hazardous substances to the Site. EPA has no reason to believe the hazardous substances contributed to the Site by AECOM were significantly more toxic or of significantly greater hazardous effect than other hazardous substances sent to the Site. To avoid the time and cost associated with litigation, AECOM agreed to a *de minimis* settlement with EPA and entered into an administrative settlement agreement and order on consent effective April 1, 2025 (AOC) for CERCLA Section 122(g)(4) *de minimis* contributors whereby AECOM made a one-time payment of $515.36 to EPA. The AOC expressly states that the AOC does not constitute an admission of liability by AECOM, or an admission by AECOM of the validity of any facts or determinations in the AOC.

Name	Title	Title Role
Donelson, Samuel	Director	Director
Ro, Lusanna	Director	Director
Storella, Paul	Director	Director
Albert, Wahid	Vice President	Officer
Azzaro, John R.	Vice President	Officer
Beckett, David	Vice President	Officer
Bernitt, Elisabeth	Senior Vice President	Officer
Brannon, Jr., Rickey L.	Senior Vice President	Officer
Cana, Octavian	Vice President	Officer
Cascino, Thomas	Vice President	Officer
DiChello, John J.	Assistant Secretary	Officer
Donelson, Samuel	Chief Operating Officer	Officer
Donelson, Samuel	President	Officer
Giles, Gabriel	Vice President	Officer
Gillies, Jennifer (Jenn) Gale	Vice President	Officer
Hall, Allison	Treasurer	Officer
Kartalis, Glen T.	Chief Executive Officer	Officer
Kartalis, Glen T.	New York Licensee - Chief Executive Officer	Officer
Leahy, George A.	Vice President	Officer
Lesser, Lisa	Secretary	Officer
MacAllen, Thomas C.	Vice President	Officer
McDermott, Christopher	Senior Vice President	Officer
McGuire, Christopher O.	Responsible-In-Charge - Maryland (Engineering)	Officer
McGuire, Christopher O.	Vice President	Officer
Mohammed, Aly M.	Vice President	Officer
Murphy, Robert E.	Vice President	Officer
Niro, Achille A.	Vice President	Officer
Obertino, Jennifer L.	Senior Vice President	Officer
Panzarino, Stephen	Florida Licensee - Vice President	Officer
Panzarino, Stephen	Responsible-In-Charge (Florida) (Architecture)	Officer
Panzarino, Stephen	Vice President	Officer
Parikh, Anil	Vice President	Officer
Paupst, Richard	Vice President	Officer
Quaranta, Thomas P.	Vice President	Officer
Quiat, Ira C.	Vice President	Officer
Ramlagan, Vishnu	Chief Financial Officer	Officer
Ro, Lusanna	Assistant Secretary	Officer
Sarmad, Abbas	Senior Vice President	Officer
Storella, Paul	Senior Vice President	Officer
Tatevossian, Armond	Assistant Secretary	Officer
Tucciarone, Louis A.	Senior Vice President	Officer
Vimawala, Dipal	Vice President	Officer

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: Glen Kartalis
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 605 Third Ave

   City: New York State/Province/ Territory: NY Zip/Postal Code: 10158
   Country US
   Telephone: 7327420280

   Other present address(es):

   City: New York State/Province/ Territory: NY Zip/Postal Code: 10158
   Country: US
   Telephone: 7327420280

   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	12/21/2022	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] 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 [X] 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 [X] NO [ ] If Yes, provide details.

Please see attachment.

1 File(s) uploaded: Glen K Mar 26.xlsx

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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] 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?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Please see response to Question 13 of the Business History form.

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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Glen Kartalis , 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, Glen Kartalis , 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.

AECOM USA, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Glen Kartalis GLEN.KARTALIS@AECOM.COM

CEO

Title

04/02/2026 01:02:53 pm

Date

Entity Name	Title	Title Role	Role Start	Termination Date	Status
AECOM Technical Services, Inc.	Senior Vice President	Officer	--	--	Active
AECOM USA, Inc.	Chief Executive Officer	Officer	12/21/2022	--	Active
AECOM USA, Inc.	New York Licensee - Chief Executive Officer	Officer	01/30/2025	--	Active
URS Architecture & Engineering - New York, P.C.	Director	Director	11/04/2022	--	Active
URS Architecture & Engineering - New York, P.C.	Treasurer	Officer	11/04/2022	--	Active
URS Architecture & Engineering - New York, P.C.	Senior Vice President	Officer	11/04/2022	--	Active
URS Greiner Woodward-Clyde Consultants, Inc.	Chief Executive Officer	Officer	01/24/2023	09/27/2023	Inactive
URS Corporation - New York	New York Licensee - Chief Executive Officer - Professional Engineering	Officer	01/30/2025	05/29/2025	Inactive
URS Corporation - New York	Chief Executive Officer - Professional Engineering	Officer	01/23/2023	05/29/2025	Inactive
AECOM USA, Inc.	Senior Vice President	Officer	--	--	Inactive

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: Lisa Lesser
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 300 Broadacres Drive, Ste 3
   City: Bloomfield State/Province/ Territory: NJ Zip/Postal Code: 07003
   Country US
   Telephone: 6467993570

   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		Secretary	02/06/2024
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] 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 [X] 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 [X] NO [ ] If Yes, provide details.

Please see attachment.

1 File(s) uploaded: Lisa Lesser Officer Roles.xlsx

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 [X] NO [ ] If Yes, provide details.

The entities named in Question 5 above are AECOM 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] 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?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Please see response to Question 13 of the Business History Form.

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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Lisa Lesser , 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, Lisa Lesser , 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.

AECOM USA, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lisa Lesser LISA.LESSER@AECOM.COM

Secretary

Title

04/01/2026 12:46:53 pm

Date

Entity Name	Title	Role Start	Termination Date	Status
AECOM Architects & Engineers (NJ), Inc.	Director	02/13/2024	11/11/2024	Inactive
AECOM Architects & Engineers (NJ), Inc.	Secretary	02/13/2024	--	Active
AECOM C&E, Inc.	Assistant Secretary	02/22/2024	--	Active
AECOM Technical Services Architects & Engineers, Inc.	Secretary	03/13/2024	--	Active
AECOM USA of Massachusetts, Inc.	Secretary	03/20/2024	--	Active
AECOM USA, Inc.	Secretary	02/06/2024	--	Active
DMJM, Inc.	Director	03/21/2024	--	Active
DMJM, Inc.	Secretary	03/21/2024	--	Active
Urbitran Architectural/Engineering Group, Inc.	Director	03/21/2024	--	Active
Urbitran Architectural/Engineering Group, Inc.	Secretary	03/21/2024	--	Active
URS Architects/Engineers, Inc.	Secretary	03/21/2024	--	Active
URS Corporation - New York	Secretary	02/06/2024	05/29/2025	Inactive
URS Corporation AES	Secretary	03/21/2024	--	Active
URS Corporation Services	Assistant Secretary	03/21/2024	--	Active

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: Samuel A. Donelson
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 605 Third Avenue
City: New York State/Province/ Territory: NY Zip/Postal Code: 10158
Country US
Telephone: 212-973-2900

Other present address(es):
City: New York State/Province/ Territory: NY Zip/Postal Code: 10158
Country: US
Telephone: 2129733041

List of other addresses and telephone numbers attached

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

President	03/13/2025	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type: Chief Operating Officer
Description:
Start Date: 03/13/2025

Type: Other
Description: Senior VP
Start Date: 12/21/2022

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I own Employee Stock in AECOM.

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 [X] 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 [X] NO [ ] If Yes, provide details.

Please see attached.

1 File(s) uploaded: Sam Donelson Roles Mar 26.xlsx

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 [X] NO [ ] If Yes, provide details.

The entities listed in Section 5 are AECOM entities, multiple of which have been awarded contracts by a governmental entity in the past 3 years.

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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] 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?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Please see response to Question 13 of the Business History form.

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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Samuel Donelson , 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, Samuel Donelson , 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.

AECOM USA, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Samuel Donelson SAMUEL.DONELSON@AECOM.COM

COO

Title

03/16/2026 01:05:08 pm

Date

Entity Name	Title	Title Role	Termination Date
AECOM Enterprises, Inc.	President	Officer	--
AECOM Technical Services Americas LLC	President	Officer	--
AECOM Technical Services, Inc.	Senior Vice President	Officer	--
AECOM USA, Inc.	Chief Operating Officer	Officer	--
AECOM USA, Inc.	President	Officer	--
Urbitran Architectural/Engineering Group, Inc.	President	Officer	--
URS Construction Services, Inc.	President	Officer	--
AECOM USA, Inc.	Senior Vice President	Officer	03/13/2025

Status
Active
Active
Active
Active
Active
Active
Active
Active
Inactive

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: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 605 3rd Ave

   City: New York State/Province/ Territory: NY Zip/Postal Code: 10010
   Country US
   Telephone: 3478358642

   Other present address(es):

   City: Elmont State/Province/ Territory: NY Zip/Postal Code: 11003
   Country: US
   Telephone: 13478358642

   List of other addresses and telephone numbers attached

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

President		Treasurer	09/25/2020
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer	09/25/2020	Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] 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 [X] 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 [X] NO [ ] If Yes, provide details.

1 File(s) uploaded: VIshnu Ramlagan Roles Mar 26.xlsx

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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] 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?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
Please see attachment on Question 13 of the Business History Form.

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 [X] 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 [X] 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.

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.

AECOM USA, INC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Vishnu Ramlagan VISHNU.RAMLAGAN@AECOM.COM

CFO

Title

03/18/2026 02:21:28 pm

Date

Entity Name	Title	Title Role	Termination Date
AECOM USA of Massachusetts, Inc.	Treasurer	Officer	--
AECOM USA, Inc.	Chief Financial Officer	Officer	--
ATC Architecture, Inc.	Treasurer	Officer	--
AECOM Technical Services, Inc.	Vice President	Officer	--
Urbitran Architectural/Engineering Group, Inc.	Treasurer	Officer	--
URS Corporation - New York	Treasurer	Officer	05/29/2025
DMJM+HARRIS CANADA INC.	Vice President and Treasurer	Officer	05/10/2023

Status
Active
Active
Active
Active
Active
Inactive
Inactive

COUNTY OF NASSAU

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

1. Name of the Entity: AECOM USA, Inc.

Address: 605 Third Avenue

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

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. 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: AECOM USA INC Officers.xlsx

First Name	Lisa				
Last Name	Lesser				
MI		Suffix			
Address	300 Broadacres Dr				
City	Bloomfield	State/Province/ Territory:	NJ	Zip/Postal Code:	07003
Country	US				
Position	Secretary				

First Name	Glen				
Last Name	Kartalis				
MI		Suffix			
Address	605 Third Ave				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10158
Country	US				
Position	Chief Executive Officer				

First Name	Samuel				
Last Name	Donelson				
MI		Suffix			
Address	605 Third Ave				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10158
Country	US				
Position	President and COO				

First Name	Vishnu				
Last Name	Ramlagan				
MI		Suffix			
Address	605 Third Ave				
City	New York	State/Province/ Territory:	NY	Zip/Postal Code:	10158
Country	US				
Position	Chief Financial Officer				

First Name	John				
Last Name	DiChello				
MI		Suffix			
Address	1635 Market Street, Suite 1000				
City	Philadelphia	State/Province/ Territory:	PA	Zip/Postal Code:	19103
Country	US				
Position	Assistant Secretary				

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.

AECOM USA, Inc. is directly and wholly owned by AECOM Technical Services Inc., and is ultimately owned by AECOM, a Delaware Corporation that is publicly traded on the New York Stock Exchange and under the symbol ACM. Please see attach 10-K Form.

1 File(s) uploaded: 0000868857-25-000013.pdf

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.

See attached list of affiliates (other entities owned by AECOM Technical Services, Inc. and Subsidiary entities owned by AECOM USA, Inc.)

1 File(s) uploaded: Affiliates and Subsidiaries AECOM USA Inc.xlsx

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 [X]

(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:
John DiChello [JOHN.DICHELLO@AECOM.COM]

Dated: 02/11/2026 10:47:22 am

Title: Assistant 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.

hCue

Report Name : Management Structure
Filtered By : --
Exported By : Abby Bass
Exported On : 2/10/2026
Entity Name: AECOM USA, Inc.

Name	Title	Title Role	Role Start
Donelson, Samuel	Director	Director	3/13/2025
Ro, Lusanna	Director	Director	2/6/2024
Storella, Paul	Director	Director	2/11/2019
Albert, Wahid	Vice President	Officer	12/21/2022
Azzaro, John R.	Vice President	Officer	11/13/2007
Beckett, David	Vice President	Officer	12/21/2022
Bernitt, Elisabeth	Senior Vice President	Officer	12/21/2022
Brannon, Jr., Rickey L.	Senior Vice President	Officer	7/19/2016
Cana, Octavian	Vice President	Officer	7/19/2016
Cascino, Thomas	Vice President	Officer	7/19/2019
DiChello, John J.	Assistant Secretary	Officer	8/6/2025
Donelson, Samuel	Chief Operating Officer	Officer	3/13/2025
Donelson, Samuel	President	Officer	3/13/2025
Giles, Gabriel	Vice President	Officer	12/21/2022
Gillies, Jennifer (Jenn) Gale	Vice President	Officer	9/25/2025
Hall, Allison	Treasurer	Officer	1/21/2022
Kartalis, Glen T.	Chief Executive Officer	Officer	12/21/2022
Kartalis, Glen T.	New York Licensee - Chief Executive Officer	Officer	1/30/2025
Leahy, George A.	Vice President	Officer	7/19/2016
Lesser, Lisa	Secretary	Officer	2/6/2024
MacAllen, Thomas C.	Vice President	Officer	7/19/2016
McDermott, Christopher	Senior Vice President	Officer	12/21/2022
McGuire, Christopher O.	Responsible-In-Charge - Maryland (Engineering)	Officer	--
McGuire, Christopher O.	Vice President	Officer	10/5/2023
Mohammed, Aly M.	Vice President	Officer	11/13/2007
Murphy, Robert E.	Vice President	Officer	7/19/2016
Niro, Achille A.	Vice President	Officer	11/13/2007
Obertino, Jennifer L.	Senior Vice President	Officer	12/21/2022
Panzarino, Stephen	Florida Licensee - Vice President	Officer	1/30/2025
Panzarino, Stephen	Responsible-In-Charge (Florida) (Architecture)	Officer	10/5/2023
Panzarino, Stephen	Vice President	Officer	10/5/2023
Parikh, Anil	Vice President	Officer	12/21/2022
Paupst, Richard	Vice President	Officer	11/13/2007
Quaranta, Thomas P.	Vice President	Officer	11/13/2007
Quiat, Ira C.	Vice President	Officer	7/19/2016
Ramlagan, Vishnu	Chief Financial Officer	Officer	7/2/2020
Ro, Lusanna	Assistant Secretary	Officer	7/19/2016
Sarmad, Abbas	Senior Vice President	Officer	7/19/2016
Storella, Paul	Senior Vice President	Officer	12/21/2022
Tatevossian, Armond	Assistant Secretary	Officer	7/19/2016

Tucciarone, Louis A.	Senior Vice President	Officer	7/19/2016
Vimawala, Dipal	Vice President	Officer	11/13/2007
Carter, Mark E.	Managing Agent	Other	3/15/2017
McTaggart, William Matthew	Authorized Officer	Other	2/18/2025
Rittmeyer, David H.	Managing Agent	Other	3/15/2017

Table of Contents

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, 2025

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 000-52423

AECOM

(Exact name of Registrant as specified in its charter)

Delaware	[redacted]
State or Other Jurisdiction Of Incorporation or Organization	I.R.S. Employer Identification Number
13355 Noel Road	
Dallas, Texas	**75240**
Address of Principal Executive Offices	Zip Code

(972) 788-1000
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 that 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 that 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	☒	Accelerated filer	☐
Non-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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

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 registrant's common stock held by non-affiliates on March 28, 2025 (the last business day of the registrant's most recently 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 $12.2 billion.

Number of shares of the registrant's common stock outstanding as of November 14, 2025: 131,833,332

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates information by reference from the registrant's definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of the registrant's fiscal 2025 year-end.

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PART I

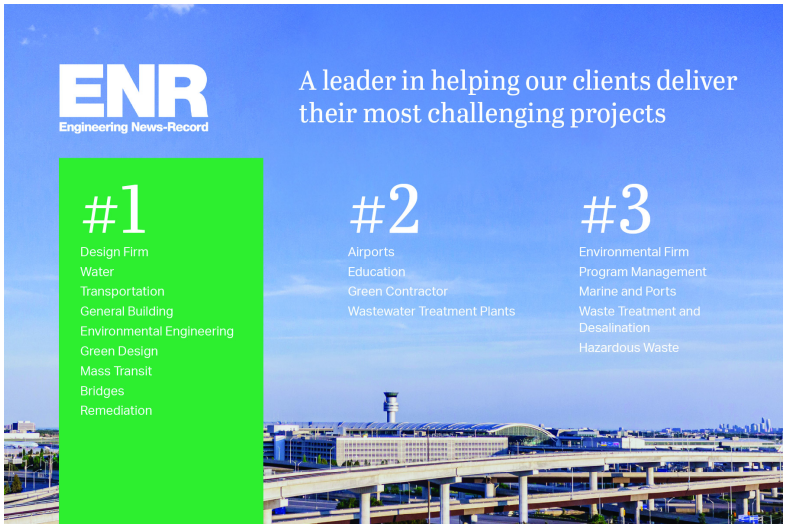
ITEM 1. BUSINESS

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, 2024 as "fiscal 2024" and the fiscal year ended September 30, 2025 as "fiscal 2025."

Overview

We are a leading global provider of professional infrastructure consulting and advisory services for governments, businesses and organizations throughout the world. We provide advisory, planning, consulting, architectural and engineering design, construction and program management services, and investment and development services to public and private clients worldwide in major end markets such as transportation, facilities, water, environmental, and energy.

According to Engineering News-Record's (ENR's) 2025 Design Survey, we are the largest general architectural and engineering design firm in the world, ranked by 2024 design revenue, and we are the number one ranked water, transportation design, facilities design, environmental engineering, environmental consulting and environmental science firm in the world. In addition, we are ranked by ENR as the leading firm in a number of design end markets, including several water infrastructure-related markets. We utilize our scale and the technical strength of our workforce to create innovative solutions for our clients. Clients are increasingly seeking our technical expertise to solve the world's most complex and large scale infrastructure related challenges. Aging infrastructure, increasing urbanization, and growing energy demand create growth secular tailwinds for our markets. Our global network of technical experts, combined with our ability to advise, consult, design, and deliver program management services creates a competitive advantage. Our scale also creates the capacity for investment in digital capabilities that further enhance our delivery capabilities and value proposition.



Our business focuses primarily on providing fee-based knowledge-based services. 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.

During the first quarter of fiscal 2020, we reorganized our operating and reporting structure to better align with our ongoing professional services business. This reorganization better reflected our continuing operations after the sale of our Management Services segment, the sale of our self-perform at-risk civil infrastructure and power construction

businesses, and the sale of our oil & gas construction business. Our Management Services and self-perform at-risk construction businesses were part of our former Management Services segment and represented a substantial portion of the revenue of our former Construction Services segment, respectively. These businesses are classified as discontinued operations in all periods presented.

We report our continuing business through three segments, each of which is described in further detail below: Americas, International, and AECOM Capital (ACAP). Such segments are organized by 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.

- *Americas*: Planning, advisory, consulting, architectural and engineering design, construction management and program management services to public and private clients in the United States, Canada, and Latin America in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *International*: Planning, advisory, consulting, architectural and engineering design services, site supervision and program management to public and private clients in Europe, the Middle East, India, Africa, and the Asia-Australia-Pacific regions in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *AECOM Capital (ACAP)*: Primarily invests in and develops real estate projects.

Our Americas and International Segments

Our Americas and International segments are comprised of a broad array of services, generally provided on a fee-for-service basis. These services include advisory, planning, consulting, architectural and engineering design, program management and construction management for public and private clients worldwide. For each of these services, our technical expertise includes civil engineering, structural engineering, digital, process engineering, mechanical engineering, 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 design and technical consulting, advisory and program management expertise, we are able to provide our clients a broad spectrum of services across the life cycle of their assets. For example, within our water service offerings, we provide water, wastewater, water supply and water resource services, which are necessary in response to sustainability and resilience, drought mitigation and other factors as part of major capital/infrastructure projects.

Our services may be sequenced over multiple phases or multiple projects in the form of a program. 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 a broader advisory, design or 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 with our staff located at the project site.

In addition, our industry is poised to capitalize on the benefits of AI and innovation. We are investing to lead this transformation, which will extend our advantages, improve overall delivery, and create distinct solutions for clients that differentiate us from competitors and enhance our client experience. These investments include capturing the value of our libraries of data to build more efficient design processes, and innovative and more advanced AI solutions for increasingly complex challenges that will accelerate design delivery and reduce the materials and costs required for a project.



We provide the services in these segments both directly and through joint ventures or similar arrangements to the following end markets or business sectors:

Transportation.

- *Transit and Rail.* Light rail, heavy rail (including highspeed, 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.

- *Energy Efficient Facilities.* Designs for new build construction or refurbishment projects, such as office buildings, data centers and other facilities with high energy demands.
- *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 locations such as 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 and other educational facilities.

- *Health Care.* Private and public health facilities.

- *Sports.* Sustainable building design for world-class sports arenas and stadiums.

- *Construction Management.* Program and construction management services for large scale building facility construction projects primarily in the Americas including: sports arenas, modern office and residential towers, hotels, convention centers, performance venues, aviation, and other facilities. As previously announced, the Company has commenced a review of strategic alternatives for this business, which could include a potential sale.

Water.

- *Water and Wastewater.* Treatment facilities as well as supply, distribution and collection systems, stormwater management, desalinization, and other water reuse technologies.

- *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.

- *Drought Response and Mitigation.* Designing water re-use and similar systems to enhance resiliency of water supply.

- *Hazardous Chemicals.* Treating and addressing disposal of hazardous chemicals in water supplies and surrounding environments, such as per- and polyfluoroalkyl substances (PFAS).

Environment and Energy.

- *Environmental Management.* Waste handling, testing and monitoring of environmental conditions, and environmental construction management.

- *Remediation.* Restoring and remediating natural habitats, such as in response to industrial activity related to closed or abandoned mines.

- *Permitting and Community Engagement.* Advancing client projects through permitting processes, including implementation of innovative online engagement platforms, such as PlanEngage™.

- *Demand Side Management.* Public K-12 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 cogeneration systems.

- *Alternative/Renewable Energy.* Production facilities such as ethanol plants, onshore and offshore wind farms, hydroelectric power, dams, flood control systems and geothermal subsections of regional power grids.

Program Management – We integrate the complexity of large-scale programs and projects through tailored approaches, proven methodologies, and multidisciplinary solutions to deliver transformative outcomes for our clients and the communities they serve, including:

- Megacity development.

- Transformational transportation infrastructure, such as high-speed rail.

- Aviation.

- Environmental remediation programs.

- Energy and grid infrastructure.
- Water supply systems.

Advisory – We provide expertise driven advisory services to infrastructure clients through the development of high-value strategies blending strategic direction with real-world expertise and deep collaboration, including:

- Digital Water Advisory and Consulting.
- Emerging Contaminants.
- Resource Management.
- Asset Management.
- Water Supply Optimization.
- Environmental Consulting.

Our AECOM Capital Segment

ACAP typically partners with investors and experienced developers as co-general partners. These partnerships may, but are not required to, enter into contracts with our other AECOM affiliates to provide design, owners engineer, 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. ACAP has focused on investing in co-general partner equity opportunities with high quality partners, primarily targeting “build-to-core” investments in the top U.S. markets across all property types.

We completed a transaction that transitioned the AECOM Capital team to a new third-party platform in the third quarter of fiscal 2024. Members of the legacy team continue to support AECOM Capital's investment vehicles pursuant to certain advisory agreements in a manner consistent with their historical responsibilities.

Thinking and Acting Globally

AECOM is at its best when we think and act globally. Our strategy is focused on setting a new standard of excellence in the professional services industry. First, our operating structure promotes greater connectivity and collaboration across our seven regions and six global business lines. We drive growth by prioritizing our core markets, leaning into our greatest strengths and ensuring our best talent and resources are focused on nurturing client relationships. We are transforming the way we deliver work through technology and digital platforms improving the client experience and increasing efficiency.



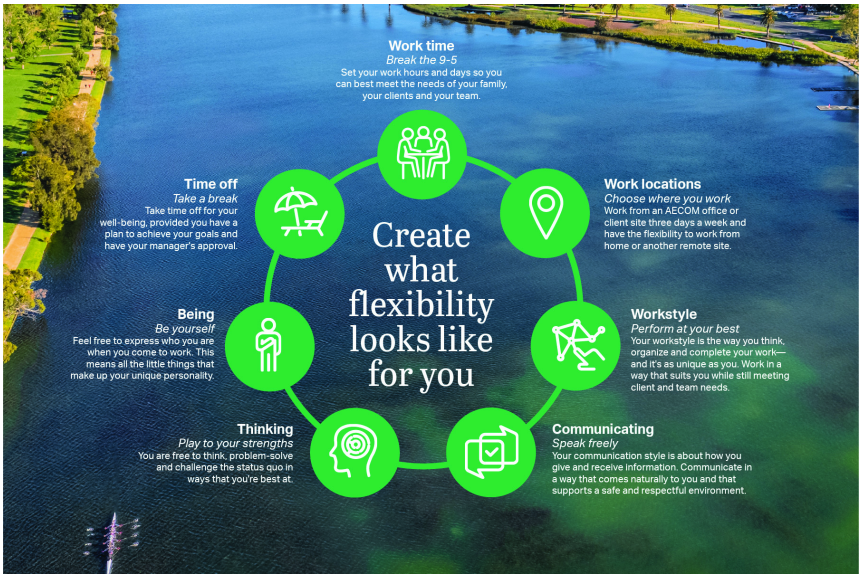
Human Capital Management

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 2025, we employed approximately 51,000 persons, of whom approximately 18,000 were employed in the United States. Over 200 of our domestic employees are covered by collective bargaining agreements or by specific labor agreements, which expire upon completion of the relevant project. We believe that the quality and level of service that our professionals deliver are among the highest in our industry.

We are committed to enhancing our position as a leading employer in our industry by attracting and retaining the best technical professionals in the world. Critical to our continued success is our ability to offer a compelling employee value proposition that promises competitive pay and benefits, an inclusive environment that supports flexibility and well-being and encourages collaboration and innovation, and a shared commitment to technical excellence, continuous learning and career growth. Through our Thrive with AECOM program, we are focused on fostering an inclusive environment within AECOM and beyond by building diverse talent, expanding understanding, enriching communities and thinking without limits. This understanding informs our approach to managing our human capital resources. Our human capital objectives and initiatives are overseen by our Board as per our Corporate Governance Guidelines.

Health and Safety. Core to our corporate values is safeguarding our people and fostering a culture of caring that promotes the wellbeing of our employees, contractors and business partners. We safeguard our people, projects and reputation by striving for zero employee injuries and illnesses, while operating and delivering our work responsibly and sustainably. We maintain our industry's best-in-class lost workday case and recordable incident rates, and our safety performance is consistently recognized by key clients across the regions where we work as well as by recognized safety organizations. We have taken and will continue to take critical steps to keep our people, clients and communities safe, including any necessary actions in response to local and global health crises.

Freedom to Grow. Freedom to Grow is our global framework designed to support employees in finding the balance and flexibility they need to be their best and deliver for clients, and a key factor in our ability to attract and retain talent. Employees and managers can evaluate work schedules and locations and align on an arrangement that prioritizes client and team responsibilities while supporting individual needs and includes three days a week in the office or at project sites as an expectation. Our Freedom to Grow program goes far beyond just when and where we work. We consider our people's holistic experience, respecting diversity in work, communication and thinking styles.



Technical and professional development. Technical excellence is the foundation of our competitive advantage—it's how we harness the power of our teams' technical skills and expertise to deliver high quality solutions for clients and communities we serve. We strive to be home to our industry's best technical minds — professionals who thrive in an environment that encourages their collaboration and innovation and celebrates great project and client outcomes.

We have invested in a robust learning ecosystem that keeps our employees project-ready with 'on the job' technical training, future-ready with new digital tools, thought leadership and programs that inspire innovation, and globally connected within their technical practice and strategic partnerships.

Our online learning platform, AECOM University, delivers high-quality and personalized learning experiences, including our Global Technical Academies. Created by us for us, Academies deliver structured and self-directed technical training courses on key global topics, practices and markets that are relevant to our business. Our Technical Practice Network connects professionals every day in a global online community to enable networking, collaboration and problem solving.

In addition, our full range of professional development programs, called Leadership at all Levels, enhance business and leadership skills. From early career and graduate programs, to practical manager training, and executive coaching and leadership development, we are supporting development at every career level. These programs are based on our four pillars of Leadership Capabilities, which outline the behaviors we want our leaders to demonstrate and exemplify for the collective success as an organization.

Purpose and impact. Our purpose of delivering a better world is at the core of all that we do. As the world's trusted infrastructure consulting firm, we are determined and well-positioned to deliver positive, impactful and Sustainable Legacies for our company, our communities and our planet. Through our projects and our operations, we have both a significant opportunity and a responsibility to protect, enhance and restore the world's natural and social systems. Through strategic nonprofit partnerships, pro-bono work, skills-based volunteering and philanthropy, our corporate responsibility platform is focused on delivering access to safe and secure infrastructure to those who need it most, creating opportunity for the leaders of tomorrow and protecting our planet so that our company can fulfill its purpose to deliver a better world. As part of our pro-bono program, our technical experts partnered with nonprofit organizations in their local communities to provide critical design, engineering and infrastructure solutions. We maintain an internal Global Sustainable Legacies Council focused on executing on our purpose and ensuring that our actions are as strong as our policies.

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)					
	2025		2024		2023	
U.S. Federal Government	$ 1,107.3	7 %	$ 1,064.0	7 %	$ 790.6	5 %
U.S. State and Local Governments	3,916.9	24	3,660.5	23	2,918.9	20
Non-U.S. Governments	3,019.6	19	2,610.0	16	2,544.7	18
Subtotal Governments	8,043.8	50	7,334.5	46	6,254.2	43
Private Entities (worldwide)	8,095.8	50	8,771.0	54	8,124.3	57
Total	$ 16,139.6	100 %	$ 16,105.5	100 %	$ 14,378.5	100 %

No single client accounted for 10% or more of our revenue in any of the past five fiscal years. Approximately 7%, 7%, and 5% of our revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2025, 2024, and 2023, respectively.

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. For the year ended September 30, 2025, our revenue was comprised of 38%, 37%, and 25% cost-reimbursable, guaranteed maximum price, and fixed-price contracts, respectively.

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, including payments to subcontractors, incurred in connection with our performance under the contract. We may apply a practical expedient to recognize revenue in the amount in which we have the right to invoice if our right to consideration is equal to the value of performance completed to date. 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 (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 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 be our responsibility. For many of our 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 as the Company believes this is the best measure of progress towards completion.

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 18—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.

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. We report transaction price allocated to remaining unsatisfied performance obligations (RUPO) of $19.7 billion, as described in Note 4, Revenue Recognition, in the notes to our consolidated financial statements. The most significant differences between our backlog and RUPO are backlog contains revenue we expect to record in the future where we have been awarded the work, but the contractual agreement has not yet been signed and revenue related to service contracts that extend beyond the termination provision of those contracts, where RUPO requires us to assume the contract will be terminated at its earliest convenience. Accordingly, RUPO is $20.0 billion lower than backlog. 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, 2025 increased $2.3 billion, or 6.1%, to $39.7 billion as compared to $37.4 billion for the corresponding period last year, primarily due to a increase in our Americas Construction Management business.

The following summarizes backlog (in billions):

	September 30,	
	2025	2024
Backlog:		
Americas segment	$ 32.8	$ 31.0
International segment	6.9	6.4
Total backlog	$ 39.7	$ 37.4

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. In addition, through investments in technology and innovation, we are able to bring advanced solutions to clients.

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 1 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 summer months when weather and daylight hours are more conducive to outdoor activities. 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. Our construction and project management services also typically expand during the summer months when weather and daylight hours are more conducive to outdoor activities. The first quarter of our fiscal year (October 1 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 through a tiered process of formal risk committees with the highest-risk pursuits subject to vetting at each tier. Following contract execution, and commencement of delivery, projects are monitored via a formal monthly or quarterly project-review process designed to ensure project performance and risk mitigation. Also, pursuant to our internal delegations of authority, a group of senior members of our risk management team evaluates 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, among other coverages. 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 management, and operations and maintenance at various project sites, including, but not limited to, nuclear facilities, hazardous waste and Superfund sites, hydrocarbon production, distribution and transport sites, and other infrastructure-related facilities. We also regularly perform work in and around sensitive environmental areas, such as rivers, lakes and wetlands.

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, False Claims 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, the U.K. Bribery Act of 2010, 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. 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.

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 website *(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. However, our website and any content thereof should not be considered to be incorporated by reference into this document. Copies of the information identified above may be obtained without charge from us by writing to AECOM, 13355 Noel Road, Suite 400, Dallas, Texas 75240, Attention: Corporate Secretary.

ITEM 1A. RISK FACTORS

We operate in a changing global 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 believe 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.

Risks Related to Our Markets, Customers and Business

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, price 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, increased margin pressure and loss of revenue, profitability and market share.

Our ability to compete in our industry will be harmed if we do not retain the continued services of our senior management and key technical personnel.

We rely heavily upon the expertise and leadership of our people. 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. Also, some of our personnel hold government granted eligibility that may be required to obtain government projects. Loss of the services of, or failure to recruit, senior management or key technical personnel could impact the long-term performance of the Company and limit our ability to successfully complete existing projects and compete for new projects.

Demand for our services is cyclical and 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. 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 materially 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 2025 and 2024, approximately 50% and 46%, respectively, of our revenue was derived from contracts with government entities.

Most government contracts are subject to such government's budgetary approval process. Legislatures typically appropriate funds for a given program on an annual 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, an extended 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 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 those contracts.

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. 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 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, from time to time we may be subject to qui tam lawsuits, which 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.

Risks Related to our Capital Structure

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 (defined below) 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 requires us to comply with a consolidated leverage ratio. Our ability to comply with this ratio 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 the Company’s and certain of its domestic 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 1.00% increase in such interest rates would increase total interest expense under our Credit Agreement for the year ended September 30, 2025 by $9.0 million, including the effect of our interest rate swap and interest rate cap agreements. We may, from time to time, enter into additional interest rate derivatives 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 derivatives with respect to all of our variable rate indebtedness, and any derivatives 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.

Risks Related to our International Operations

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

During fiscal 2025, revenue attributable to our services provided outside of the United States to non-U.S. clients was approximately 27% of our total revenue. There are risks inherent in doing business internationally, including:

- the ongoing conflict between Russia and Ukraine, which has resulted in the imposition by the U.S. and other nations of restrictive actions against Russia, Belarus and certain banks, companies and individuals;
- imposition of governmental controls and changes in laws, regulations or policies;
- political and economic instability, including in the Middle East;
- 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, including the imposition of tariffs;
- political unrest in Hong Kong where we have a significant presence;
- impact of health crises and their related economic impacts;
- increases in the consumer price index and interest rates;
- changes in regulatory practices, tariffs and taxes;
- 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.

We operate in many different jurisdictions and we could be adversely affected by legislative actions of governments, as well as 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 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.

The Building Safety Act (the "Act"), the primary legislation which introduces a new framework for the regulation of the UK construction industry, became law on April 28, 2022. While limited parts of the Act have not yet been enacted, and further secondary legislation is expected, most of the provisions are now in force. The Act extends liability periods for some historical defects in residential properties completed prior to 2022, creates a new government regulatory body responsible for building safety and new legal obligations regarding building safety, reallocates the risk related to design and construction, and requires the development of a more stringent regulatory regime for select buildings. The new legislation has resulted in new risk, litigation, regulatory and cost challenges for our United Kingdom and global operations.

Any of these events could adversely affect our United Kingdom, European operations and overall business and financial results.

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 Southeast Asia, where the 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.

Risks Related to Our Operations and Technology

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, harm to our reputation, 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 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. Various privacy and securities laws pertaining to client and employee data usage require us to manage and protect sensitive and proprietary information. For example, the European's Union General Data Protection Regulation may apply to companies processing data of European Union residents, even if the company is not located in the European Union. 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, ransomware, data extortion, phishing and other cybersecurity problems and system disruptions, including possible unauthorized access to our and our clients' proprietary information. Our cybersecurity program is designed to use 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 considerable 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 help prevent, detect and respond to system disruptions and cybersecurity incidents.

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 designed to cover these events, our coverage may not sufficiently cover all types of losses or claims that may arise or be subject to exclusions.

We may use artificial intelligence, machine learning, data science and similar technologies in our business, and challenges with properly managing such technologies could result in reputational harm, competitive harm, and legal liability, and adversely affect our business, financial condition and results of operations.

Artificial intelligence, machine learning, data science and similar technologies (collectively, "AI"), including third-party AI tools, may be enabled by, or integrated into, some of our business processes and solutions. As with many developing technologies, AI presents risks and challenges that could affect its further development, adoption, and use, and therefore our business. AI algorithms may be flawed or biased. Datasets used to train or develop AI systems may be insufficient, of inferior quality, or contain biased, incorrect or incomplete information. The utilization of AI may increase our risk and liability exposure relating to confidentiality, intellectual property infringement, and client use restrictions. Our AI governance review process and safeguards may not be adequate to protect against these risks and challenges.

Additionally, the laws and regulations concerning the use of AI continue to evolve. If the use or integration of AI systems, or the outputs generated by such systems, were determined to be non-compliant (e.g., in relation to AI statutory regimes, data privacy rights or in relation to the use of AI for certain activities or use cases), this may expose us to regulatory action or litigation. It is possible that emerging regulations or changes to intellectual property laws may limit or block the use of AI in our business or otherwise impose restrictions that may adversely affect the efficiency of our business processes or solutions that were utilizing AI technologies.

Our competitors or other third parties may incorporate AI into their product and service offerings more quickly or more successfully than us, which could impair our ability to compete effectively and adversely affect our business, financial condition and results of operations.

Risks Related to Contracts and Joint Ventures

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, 2025, our revenue was comprised of 38%, 37%, and 25% 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, increased costs as a result of inflation, 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 in the United States could affect the profitability of our fixed-price 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 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, pandemics including the current coronavirus, 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 them should our affiliate fail to perform its obligations under the terms of a contract. As of September 30, 2025 and September 30, 2024, we were contingently liable for $5.6 billion and $5.1 billion, respectively, in issued surety bonds primarily to support project execution and we had outstanding letters of credit totaling $903.8 million and $938.9 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 13% of our fiscal 2025 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 2025 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.

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 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, payment of interest and carrying costs, repayment of debt, environmental indemnity obligations and other lender required guarantees. When we provide a guarantee, we may be responsible for material costs or performance in completing contractual obligations.

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 in and developing commercial real estate projects and joint ventures (Real Estate Joint Ventures) that are inherently risky and may result in future losses based on factors beyond our control, including economic trends, government policies and competition. Our SEC-registered investment adviser jointly manages and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which the Company indirectly holds an equity interest and which also invests in 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 and the lenders of such financings typically require AECOM or an affiliate to provide completion guarantees, repayment guarantees, environmental indemnities and other lender required credit support guarantees to secure the Real Estate Joint Ventures financing. Although the Fund and such Real Estate Joint Ventures may have reserves that will be used to share any cost overruns of the Real Estate Joint Ventures, if such reserves are unavailable, then AECOM may be required to make support payments, including to fund non-budgeted cost overruns on behalf of the Fund (but not on behalf of the Fund's co-partner or any unaffiliated limited partners of the Real Estate Joint Ventures). Some of the Fund's limited partners have made additional equity co-investments in certain Real Estate Joint Ventures for which AECOM will provide support payments on behalf of the limited partner co-investor in the event of a cost overrun of the Real Estate Joint Ventures after additional specific reserves have been depleted. During fiscal 2024, the Company completed a transaction pursuant to which members of the AECOM Capital team transitioned to a new third – party platform and will provide investment advisory services relating to the AECOM Capital business pursuant to certain advisory agreements. The failure of the transitioned team to adequately perform these services could negatively impact the Company. The Company has implemented comprehensive policies and procedures to oversee the provisions of these advisory services; however, these changes will impact the Company's ability to supervise the investment team's activities.

Risks Related to Laws and Regulations

Misconduct by our employees, subcontractors, 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', subcontractors', 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, subcontractors, partners 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 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 management, and operations and maintenance at various sites, including but not limited to, nuclear facilities, hazardous waste and Superfund sites, hydrocarbon production, distribution and transport sites, and other infrastructure-related facilities. We also regularly

perform work 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 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 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.

Risks Related to Climate Change

Climate change, natural disasters and related environmental issues could have a material adverse impact on us.

Climate-related events, such as an increase in frequency and severity of storms, floods, wildfires, droughts, hurricanes, freezing conditions, and other natural disasters, may have a long-term impact on our business, financial condition and results of operation. While we seek to mitigate our business risks associated with climate events, we recognize that there are inherent climate-related risks regardless of where we conduct our businesses. For example, a catastrophic natural disaster could negatively impact any of our office locations and the locations of our clients. Accordingly, a natural disaster has the potential to disrupt our and our clients' businesses and may cause us to experience work stoppages, project delays, financial losses and additional costs to resume operations, including increased insurance costs or loss of cover, legal liability and reputational losses.

There is an evolving awareness and scrutiny from stakeholders with respect to environmental, social and governance practices, which could affect our business.

Stakeholder expectations with respect to environmental, social and governance matters have been rapidly evolving, including with increased scrutiny from governmental organizations, clients and employees on such matters and related disclosures. We risk damage to our reputation if we do not act responsibly in key areas including diversity and inclusion, environmental stewardship, support for local communities and corporate governance. A failure to adequately meet evolving rules and regulations or stakeholders' expectations, including failing to meet client commitments and targets, or being viewed negatively based on positions we do or do not take or work we do or do not perform, may result in loss of business, and an inability to attract and retain customers and talented personnel, which could have a negative impact on our business, results of operations and financial condition, and potentially on the price of our common stock and cost of capital. In addition, complying or failing to comply with existing or future federal, state, local and foreign legislation and regulations applicable to our environmental, social and governance practices, which may conflict with one another, could cause us to incur additional compliance and operational costs or actions and suffer reputational harm, which could materially and adversely affect our business, financial condition and results of operations.

Risks Related to Acquisitions and Divestitures

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 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 tax benefits. Because of these challenges, as well as market conditions or other factors, 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 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. Our results of operations, cash flows, working capital, effective tax rate, and financing requirements may be subject to increased volatility and our ability to fund capital expenditures, investments and service debt may be diminished. In addition, any purchase price adjustments could be unfavorable and other future proceeds owed to us as part of these transactions could be lower than we expect. 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.

Other Risks

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 represents a substantial portion of our assets, and was $3.7 billion as of September 30, 2025. Under generally accepted accounting principles in the United States, 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.

In addition, if we experience a decrease in our stock price and market capitalization over a sustained period, we would 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.

We may be required to contribute additional cash to meet our 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, 2025, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately $89.4 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 require us to contribute to various multiemployer pension plans; however, we do not control or manage these plans. For the year ended September 30, 2025, we contributed $2.7 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.

We may experience disproportionately high levels of collection risk and nonpayment if clients in specific geographic areas or industries 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 no one client accounted for over 10% of our revenue for fiscal 2025, 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, results of operations or accounts receivable.

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 such 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 nuclear energy industry primarily related to decontamination and decommissioning of nuclear energy plants. Indemnification provisions under the Price-Anderson Act available to nuclear energy plant operators and contractors do not apply to all liabilities that we might incur while performing services as a radioactive materials cleanup contractor for 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.

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, 2025, backlog was approximately $39.7 billion. We reported transaction price allocated to remaining unsatisfied performance obligations (RUPO) of $19.7 billion, as described in Note 4, Revenue Recognition, in the notes to our consolidated financial statements. The most significant differences between our backlog and RUPO are backlog contains revenue we expect to record in the future where we have been awarded the work, but the contractual agreement has not yet been signed and revenue related to service contracts that extend beyond the termination provisions of those contracts, where guidance for the calculation of RUPO requires us to assume the contract will be terminated at its earliest convenience. Accordingly, RUPO is $20.0 billion lower than backlog. 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.

From time to time, we submit 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. 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.

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.

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 and to fill vacancies; and
- advance notice requirements for stockholder proposals and nominations for election to our Board of Directors.

We cannot guarantee the timing, amount or payment of dividends.

Although our Board of Directors has adopted a dividend policy under which we intend to pay a regular quarterly cash dividend, the timing and amount of any subsequently declared dividend (or any special dividend) is subject to the discretion of the Board of Directors and will be based on a variety of factors, including cash flows, earnings and financial borrowing availability and other restrictions under our outstanding indebtedness. We are not required to declare dividends and we are restricted under our outstanding indebtedness and could be restricted under future financing or other arrangements. Our Board of Directors may modify or terminate our dividend policy. Accordingly, we cannot provide any assurances that we will pay quarterly or special dividends or the amount or timing thereof. Any reduction or elimination of our dividend policy or dividend payments could have a negative effect on the price of our common stock.

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. The U.S. and many international legislative and regulatory bodies continually propose and enact legislation that could significantly impact how U.S. multinational corporations are taxed.

In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain, and we are regularly subject to audit by tax authorities. Although we believe that our tax estimates and tax positions are reasonable, they could be materially affected by many factors including the final outcome of tax audits and related litigation, the introduction of new tax accounting standards, legislation, regulations and related interpretations.

The Organization for Economic Co-operation and Development (OECD), a global coalition of member countries, has developed a two-pillar framework to reform international taxation. The framework is designed to ensure that multinationals pay a minimum level of tax on their foreign profits through the introduction of a global minimum tax among other provisions. The minimum tax affects our financial statements beginning fiscal 2025 for those operations that are doing business in countries that have enacted the framework. While the current impact is limited, the continued enactment by all OECD countries or by individual countries could result in additional income tax liability, but the timing and ultimate impact on our tax obligations are uncertain.

Due to the large scale of our U.S. and international business activities, many of these proposed changes, if enacted into law, could have an adverse impact on our worldwide effective tax rate, income tax expense and cash flows.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Risk Management and Strategy

We maintain a cybersecurity program designed to assess, identify and manage risks from cybersecurity threats that may result in adverse effects on the confidentiality, integrity and availability of our information systems. Dedicated security and information governance and compliance professionals administer the program with oversight by our senior management team.

We utilize a combination of technology controls, service providers, and processes to actively monitor and protect our network and systems. All employees are required to participate in a number of information security training and awareness programs on an annual basis, which include training on how to identify and report cyber risks and events.

We engage industry cybersecurity experts to evaluate and review our cybersecurity programs. These external reviews include regular audits, threat assessments, vulnerability scans, simulated attacks and other advice regarding information security practices. We regularly conduct incident response exercises with key stakeholders.

To manage risks associated with third-party service providers, we typically perform a cybersecurity assessment on new vendors before they are onboarded as a supplier. We conduct periodic reviews of these vendors to evaluate continued compliance with our policies and standards. We strive to ensure that our contracts with such vendors require them to maintain security controls in line with industry practices, applicable laws and our policies. We rely on vendors to notify us in a timely manner of significant cybersecurity incidents, by virtue of the documents governing their relationship with us or applicable law.

Governance

Our Board of Directors (“Board”) receives regular updates from management and external consultants which may address a broad range of cybersecurity and IT topics, including trends, regulatory developments, data security policies and practices, cybersecurity incidents, and ongoing efforts to further strengthen our security posture. Our Board reviews key metrics related to cybersecurity on a quarterly basis, and is notified of applicable cybersecurity incidents if and when they occur.

The Chief Information Security Officer (“CISO”) heads the cybersecurity program which includes personnel based in several of our global locations. Our CISO brings over 25 years of experience, which includes both consulting and practitioner roles, and maintains the following certifications: Certified Information System Security Professional (CISSP), Certified in Risk and Information Systems Control (CRISC), and Certified Information Security Manager (CISM). Our CISO reports to our Chief Information Officer, up to the Chief Technology Officer, who meets with our Board at least annually to discuss cybersecurity risk and related topics.

Our CISO’s team is responsible for leading enterprise-wide cybersecurity strategy, policy, standards and processes. The CISO receives ongoing updates from his team regarding the prevention, detection, mitigation, and remediation of cybersecurity incidents.

In the event of a cybersecurity incident, we have a plan which sets forth a framework to report such incidents to our cybersecurity incident response team. This framework is designed with the goal of enabling the response team to take actions to monitor, mitigate and remediate such incidents in a timely manner. As part of this incident response plan, we have retainers in place with professional service firms to assist with cybersecurity incidents if needed.

Cybersecurity Risks, Threats and Material Incidents

While we are not aware of any cybersecurity incidents that have materially affected us through the date of this report, there can be no guarantee that we will not be the subject of future material cybersecurity incidents. Additional information on cybersecurity risks that we may face can be found in Item 1A – Risk Factors – of this Form 10-K.

ITEM 2. PROPERTIES

Our corporate offices are located in approximately 9,000 square feet of space at 13355 Noel Road, Dallas, Texas. Our other offices, including smaller administrative or project offices, consist of an aggregate of approximately 5.2 million square feet worldwide. Virtually all of our offices are leased. See Note 11 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 18, 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 18, 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

None.

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 1,364 stockholders of record as of November 14, 2025.

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, 2025:

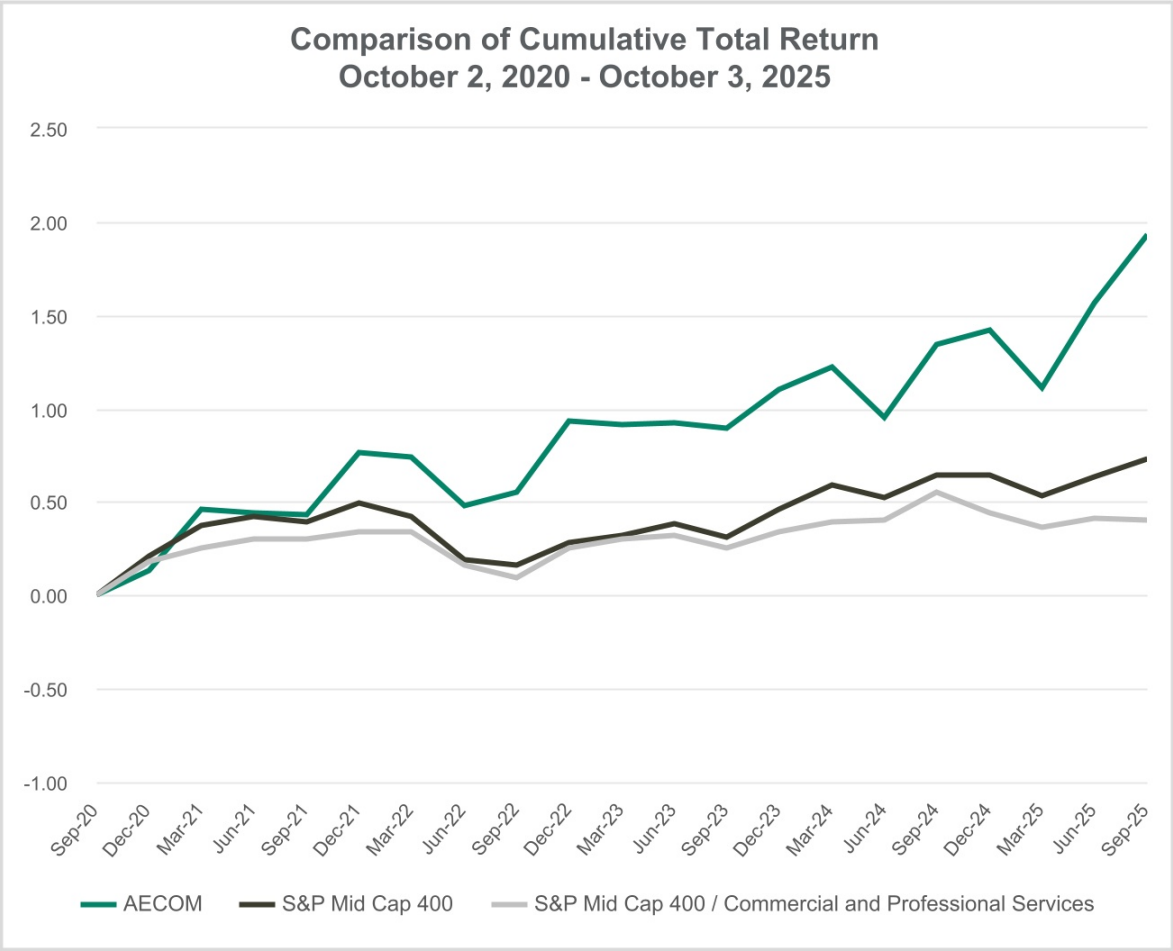
	Column A	Column B	Column C
Plan Category	**Number of securities to be issued upon exercise of outstanding options, warrants, and rights[1]**	**Weighted-average exercise price of Outstanding options, warrants, and rights**	**Number of securities remaining available for future issuance under equity compensation 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	1,357,329 [1]	N/A [2]	11,262,039
AECOM Employee Stock Purchase Plan[3]	N/A	N/A	7,504,394
Total	1,357,329	N/A	18,766,433

(1) Includes 717,898 shares issuable upon the vesting of Restricted Stock Units, and 639,431 shares issuable if specified performance targets are met under Performance Earnings Program Awards (PEP). As of September 30, 2025, there were no options outstanding.
(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 Mid Cap 400 Commercial & Professional Services Index, from October 2, 2020 to October 3, 2025.

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 Mid Cap 400 Commercial & Professional Services Index is an appropriate third party published industry index since it measures the performance of professional services 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 of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.

Stock Repurchase Program

The following table shows the repurchase activity for each of the three months ended September 30, 2025:

Fiscal 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 Approximate Dollar Value that May Yet Be Purchased Under the Plans or Programs [1]
July 1 – 31, 2025	—	$ —	—	$ 894,500,000
August 1 – 31, 2025	—	$ —	—	$ 894,500,000
September 1 – 30, 2025	1,970,954	$ 126.91	1,970,954	$ 644,400,000
Total	1,970,954		1,970,954	

(1) On November 15, 2024, the Board approved an increase in the Company's repurchase authorization up to an aggregate amount of $1.0 billion with no expiration date. Stock repurchase can be made through open market purchases or other methods, including pursuant to a Rule 10b5-1 plan.

ITEM 6. RESERVED

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 infrastructure consulting 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, and the impact of future tax laws; future compliance with regulations; future legal claims and insurance coverage; future effectiveness of our disclosure and internal controls over financial reporting; future costs savings; 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; changes in administration or other funding directives and circumstances that cause governmental agencies to modify, curtail or terminate our contracts; government contracts are subject to audits and adjustments of contractual terms; long-term government contracts are subject to uncertainties related to government contract appropriations; losses under fixed-price contracts; limited control over operations run through our joint venture entities; liability for misconduct by our employees or consultants; changes in government laws, regulations and policies, including failure to comply with laws or regulations applicable to our business; maintaining adequate surety and financial capacity; potential high leverage and inability to service our debt and guarantees; our capital allocation strategy, including our ability to continue payment of dividends; exposure to political and economic risks in different countries, including tariffs and trade policies, geopolitical events, and conflicts; inflation, currency exchange rates and interest rate fluctuations; changes in capital markets and stock market volatility; retaining and recruiting key technical and management personnel; legal claims and litigation; 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; risks associated with the benefits and costs of the sale of our Management Services and self-perform at-risk civil infrastructure, power construction, and oil and gas construction businesses, including the risk that any purchase adjustments from those transactions could be unfavorable and any future proceeds owed to us as part of the transactions could be lower than we expect; risks associated with our strategic initiatives, including AI investments and potential acquisitions and divestitures, 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, 2024 as "fiscal 2024" and the fiscal year ended September 30, 2025 as "fiscal 2025."

In this section, we discuss the results of our operations for the year ended September 30, 2025 compared to the year ended September 30, 2024. For a discussion on the year ended September 30, 2024 compared to the year ended September 30, 2023, please refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended September 30, 2024.

Overview

We are a leading global provider of professional infrastructure consulting and advisory services for governments, businesses and organizations throughout the world. We provide advisory, planning, consulting, architectural and engineering design, construction and program management services, and investment and development services to public and private clients worldwide in major end markets such as transportation, facilities, water, environmental, and energy.

Our business focuses primarily on providing fee-based knowledge-based services. 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 continuing business through three segments, each of which is described in further detail below: Americas, International, and AECOM Capital (ACAP). Such segments are organized by 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.

- *Americas:* Planning, advisory, consulting, architectural and engineering design, construction management and program management services to public and private clients in the United States, Canada, and Latin America in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *International:* Planning, advisory, consulting, architectural and engineering design services, site supervision and program management to public and private clients in Europe, the Middle East, India, Africa and the Asia-Australia-Pacific regions in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *AECOM Capital (ACAP):* Primarily invests in and develops real estate projects.

Our revenue is dependent on our ability to attract and retain qualified and productive employees, identify business opportunities, allocate our labor resources and capital to profitable and high growth markets, secure new contracts, and renew existing client agreements. Demand for our services 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. Given the global nature of our business, our revenue is exposed to currency rate fluctuations that could change from period to period and year to year.

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.

At September 30, 2025, we had approximately $644.4 million remaining of the Board's repurchase authorization. On November 15, 2024, the Board approved an increase in our stock repurchase authorization to $1.0 billion. We intend to deploy future available cash towards dividends and stock repurchases consistent with our returns driven capital allocation policy.

We have exited substantially all of our self-perform at-risk construction businesses. As part of our ongoing plan to improve profitability and maintain a reduced risk profile, we continuously evaluate our geographic exposure.

We completed a transaction that transitioned the AECOM Capital team to a new third-party platform in the third quarter of fiscal 2024. Members of the legacy team continue to support AECOM Capital's investment vehicles pursuant to certain advisory agreements in a manner consistent with their historical responsibilities.

Acquisitions

There were two business acquisition consummated during the year ended September 30, 2025. There was one acquisition consummated during the year ended September 30, 2024 and there was no acquisition consummated during the year ended September 30, 2023.

All of our business 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. Those results of operations were not material to our consolidated results.

Components of Income and Expense

	Year Ended September 30,				
	2025	2024	2023	2022	2021
			(in millions)		
Other Financial Data:					
Revenue	$ 16,140	$ 16,105	$ 14,378	$ 13,148	$ 13,341
Cost of revenue	14,923	15,021	13,433	12,300	12,543
Gross profit	1,217	1,084	945	848	798
Equity in earnings (losses) of joint ventures	27	2	(279)	54	35
General and administrative expenses	(158)	(160)	(154)	(147)	(155)
Restructuring and acquisition costs	(59)	(99)	(188)	(108)	(48)
Income from operations	$ 1,027	$ 827	$ 324	$ 647	$ 630

Revenue

We generate revenue primarily by providing planning, consulting, advisory, architectural and engineering design, construction management and program management services to public and private clients around the world. Our revenue consists of both services provided by our employees and pass-through revenues 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) and fees from subcontractors and other direct costs associated with revenue.

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.

Restructuring and Acquisition Costs

Restructuring and acquisition costs are comprised of personnel and other costs, real estate costs, and costs associated with business exits and acquisitions primarily related to actions that are expected to deliver continued margin expansion and operating efficiencies.

Geographic Information

For geographic financial information, please refer to Note 4 and Note 19 in the notes to our consolidated financial statements found elsewhere in the Form 10-K.

Critical Accounting Estimates

Our accounting policies, including those described below, often require management to make significant estimates and assumptions using information available at the time the estimates are made. Such estimates and assumptions significantly affect various reported amounts of assets, liabilities, revenue and expenses. If future experience differs significantly from these estimates and assumptions, our results of operations and financial condition could be affected. Our most critical accounting policies and estimates are described below. We have not materially changed our estimation methodology during the period presented.

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. Judgment is required to estimate the amount, if any, of revenue to be recognized on claims. 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.

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 $1.1 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.

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.

Fiscal year ended September 30, 2025 compared to the fiscal year ended September 30, 2024

Consolidated Results

	Fiscal Year Ended		Change	
	September 30, 2025	September 30, 2024	$	%
	($ in millions)			
Revenue	$ 16,139.6	$ 16,105.5	$ 34.1	0.2 %
Cost of revenue	14,922.9	15,021.2	(98.3)	(0.7)
Gross profit	1,216.7	1,084.3	132.4	12.2
Equity in earnings of joint ventures	27.0	2.1	24.9	1,185.7
General and administrative expenses	(157.8)	(160.1)	2.3	(1.4)
Restructuring and acquisition costs	(59.4)	(98.9)	39.5	(39.9)
Income from operations	1,026.5	827.4	199.1	24.1
Other income	10.5	17.6	(7.1)	(40.3)
Interest income	62.9	58.6	4.3	7.3
Interest expense	(184.3)	(185.4)	1.1	(0.6)
Income from continuing operations before taxes	915.6	718.2	197.4	27.5
Income tax expense from continuing operations	204.0	153.0	51.0	33.3
Net income from continuing operations	711.6	565.2	146.4	25.9
Net loss from discontinued operations	(75.4)	(105.0)	29.6	(28.2)
Net income	636.2	460.2	176.0	38.2
Net income attributable to noncontrolling interests from continuing operations	(73.3)	(59.3)	(14.0)	23.6
Net (loss) income attributable to noncontrolling interests from discontinued operations	(1.1)	1.4	(2.5)	(178.6)
Net income attributable to noncontrolling interests	(74.4)	(57.9)	(16.5)	28.5
Net income attributable to AECOM from continuing operations	638.3	505.9	132.4	26.2
Net loss attributable to AECOM from discontinued operations	(76.5)	(103.6)	27.1	(26.2)
Net income attributable to AECOM	$ 561.8	$ 402.3	$ 159.5	39.6 %

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

	Fiscal Year Ended	
	September 30, 2025	September 30, 2024
Revenue	100.0 %	100.0 %
Cost of revenue	92.5	93.3
Gross profit	7.5	6.7
Equity in earnings of joint ventures	0.2	0.0
General and administrative expenses	(0.9)	(1.0)
Restructuring and acquisition costs	(0.4)	(0.6)
Income from operations	6.4	5.1
Other income	0.1	0.1
Interest income	0.4	0.4
Interest expense	(1.2)	(1.1)
Income from continuing operations before taxes	5.7	4.5
Income tax expense from continuing operations	1.3	1.0
Net income from continuing operations	4.4	3.5
Net loss from discontinued operations	(0.5)	(0.6)
Net income	3.9	2.9
Net income attributable to noncontrolling interests from continuing operations	(0.5)	(0.4)
Net (loss) income attributable to noncontrolling interests from discontinued operations	0.0	0.0
Net income attributable to noncontrolling interests	(0.5)	(0.4)
Net income attributable to AECOM from continuing operations	3.9	3.1
Net loss attributable to AECOM from discontinued operations	(0.5)	(0.6)
Net income attributable to AECOM	3.4 %	2.5 %

Revenue

Our revenue for the year ended September 30, 2025 increased $34.1 million, or 0.2%, to $16,139.6 million as compared to $16,105.5 million for the corresponding period last year.

The portion of revenue excluding pass-through revenues attributable to subcontractors increased for the year ended September 30, 2025. Underlying revenue excluding pass-through revenues increased across most of our end markets as a result of increased investment by large, publicly financed, global infrastructure programs including the Infrastructure Investment and Jobs Act in the U.S. and similar large programs in our largest end markets globally. Our Water end market has been benefiting from increased investment to address drought, flooding, emerging containment remediation, water storage, and clean and safe drinking water. Our Transportation end market has been benefitting from incremental investments across the globe to modernize transportation infrastructure and address growth and urbanization trends, while our Environment end market has been benefiting from infrastructure that requires permitting and compliance, and remediation as well as investments in energy. Our Facilities end market has been benefiting from positive public sector investment, trends in asset maintenance and repositioning as well as demand for modern, efficient facilities. The quantification of the impact of these trends by end market is noted within our Americas and International reportable segments discussion below, where applicable, and represents substantially all of our revenue change.

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 these pass-through revenues can change significantly from project to project and period to period, changes in revenue may not be indicative of business trends. Pass-through revenues for the years ended September 30, 2025 and 2024 were $8.6 billion and $8.9 billion, respectively. Pass-through revenue as a percentage of total revenue was 53% and 56% during the year ended September 30, 2025 and 2024, respectively.

Cost of Revenue

Our cost of revenue decreased to $14,922.9 million for the year ended September 30, 2025 compared to $15,021.2 million for the corresponding period last year, a decrease of $98.3 million, or 0.7%.

Substantially all of the change in our cost of revenue for the year ended September 30, 2025 occurred in our Americas and International reportable segments, which is discussed in more detail below.

Gross Profit

Our gross profit for the year ended September 30, 2025 increased $132.4 million, or 12.2%, to $1,216.7 million as compared to $1,084.3 million for the corresponding period last year. For the year ended September 30, 2025, gross profit, as a percentage of revenue, increased to 7.5% from 6.7% in the year ended September 30, 2024.

Gross profit changes were due to the reasons noted in Americas and International reportable segments below.

Equity in Earnings of Joint Ventures

Our equity in earnings of joint ventures for the year ended September 30, 2025 was $27.0 million as compared to $2.1 million in the corresponding period last year.

The increase in equity in earnings of joint ventures for the year ended September 30, 2025 compared to the same period in the prior year was primarily due to impairment losses recorded by our AECOM Capital segment in fiscal 2024 that did not repeat in fiscal 2025.

General and Administrative Expenses

Our general and administrative expenses for the year ended September 30, 2025 decreased $2.3 million, or 1.4%, to $157.8 million as compared to $160.1 million for the corresponding period last year. For the year ended September 30, 2025, general and administrative expenses as a percentage of revenue decreased to 0.9% from 1.0% for the corresponding period last year.

The decrease in general and administrative expenses for the year ended September 30, 2025 was primarily due to ongoing efforts to drive efficiencies and streamline operations.

Restructuring and Acquisition Costs

Restructuring and acquisition costs are comprised of personnel costs, real estate costs, and costs associated with business acquisitions and exits. During the fiscal year ended September 30, 2025, we incurred total restructuring expenses of $59.4 million primarily related to actions taken for acquisitions and optimizing our organization structure. During fiscal year ended September 30, 2024, we incurred total restructuring expenses of $98.9 million primarily related to costs incurred to continue to align our real estate portfolio with our employee flexibility initiatives, continue our exit of certain countries in Southeast Asia, drive support function efficiency, and reduce our risk profile.

Other Income

Our other income for the year ended September 30, 2025 decreased to $10.5 million from $17.6 million for the corresponding period last year.

The decrease in other income for the year ended September 30, 2025 was primarily due to the decrease in fair value of our investments measured at fair value.

Interest Income

Our interest income for the year ended September 30, 2025 increased to $62.9 million from $58.6 million for the corresponding period last year.

The increase in interest income for the year ended September 30, 2025 was primarily due to an increase in our interest-bearing assets.

Interest Expense

Our interest expense for the year ended September 30, 2025 was $184.3 million as compared to $185.4 million for the corresponding period last year.

The decrease in interest expense for the year ended September 30, 2025 was primarily due to additional financing charges recorded in fiscal 2024 related to the New Credit Facilities, defined below, that did not repeat in the current fiscal year.

Income Tax Expense

Our income tax expense for the year ended September 30, 2025 was $204.0 million compared to $152.9 million for the year ended September 30, 2024. The increase in tax expense for the current period compared to the corresponding period last year was due primarily to the tax impact of an increase in pre-tax income of $197.4 million, an increase in tax expense of $28.1 million related to changes in uncertain tax positions, an increase in tax expense of $24.6 million related to state income taxes, a reduction in tax expense of $20.2 million related to the sale of ACAP investments in fiscal 2024, and a tax benefit of $20.1 million related to deferred tax assets recognized due to legal entity restructuring implemented in fiscal 2025.

During fiscal 2025, we recorded a reserve of $47.0 million related to uncertain tax positions associated with federal and state tax credits claimed for years subject to examination by the tax authorities. The reserve reflects our assessment that it is more likely than not that a portion of the credits may not be sustained under examination based on recent discussions and developments related to our ongoing audits.

During fiscal 2025, we recognized deferred tax assets of $20.1 million related to legal entity restructuring. The restructuring resulted in the recognition of deferred tax assets related to tax attributes that are expected to be utilized against future taxable income.

During fiscal 2024, we recorded an increase in tax benefit of $38.4 million related to state income taxes due to apportionment factor changes for fiscal years 2016 through 2023. This benefit was partially offset by an increase in tax expense of $23.0 million related to uncertain tax positions.

During fiscal 2024, we sold certain ACAP investments and recorded a reduction in valuation allowances of $21.0 million and a reduction in deferred tax assets of $20.2 million. In addition, we recorded a valuation allowance of $9.3 million related to the remaining ACAP investments.

During fiscal 2024, we approved a tax planning strategy and restructured certain operations in Canada which resulted in a release of a valuation allowance related to net operating losses and other deferred tax assets of $11.7 million.

During fiscal 2024, we settled the tax audit in Hong Kong for fiscal year 2011 through fiscal year 2021 and recorded a tax benefit of $6.9 million due primarily to changes in uncertain tax positions.

During fiscal 2023, valuation allowances in the amount of $21.0 million related to the ACAP impairment charge were established for the portion of the charge that is not expected to be realized.

The OECD has introduced the Base Erosion and Profit Shifting (BEPS) 2.0 framework which includes Pillar 2. Pillar 2 introduces a 15% global minimum tax for large multinational enterprises in each of the jurisdictions that they operate. Many countries have enacted the Pillar 2 global minimum tax regime including some countries where we operate. The implementation of Pillar 2 does not have a material impact on our consolidated financial statements for fiscal 2025. The company is actively monitoring developments related to Pillar 2 and will continue to assess the impact.

On July 4, 2025, the U.S. government enacted the One Big Beautiful Bill Act which permanently extends many provisions of the Tax Cuts and Jobs Act of 2017 and introduces new tax provisions relevant for multinational businesses. Most of the new provisions take effect starting in fiscal 2026. Based on our assessment, we do not expect the legislation to have a material impact on our consolidated financial statements.

We are currently under tax audit in several jurisdictions including the U.S. where our federal income tax returns for fiscal 2017 through 2020 are being examined by the IRS. Disputes can arise with tax authorities involving issues related

to the timing of deductions, the calculation and use of credits, and the taxation of income in various tax jurisdictions because of differing interpretations or application of tax laws, regulations, and relevant facts. The IRS is currently auditing certain tax credits and the methodology for calculating the credits. We will continue to monitor developments related to the examination and will adjust the reserve as necessary based on changes in facts and circumstances, including the resolution of the audit.

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 From Discontinued Operations

During the first quarter of fiscal 2020, management approved a plan to dispose of via sale our self-perform at-risk construction businesses. As a result of these strategic actions, the self-perform at-risk construction businesses were classified as discontinued operations.

Net loss from discontinued operations was $75.4 million for the year ended September 30, 2025 compared to $105.0 million for the year ended September 30, 2024, a decrease of $29.6 million.

The decrease in net loss from discontinued operations for the year ended September 30, 2025 was primarily due to the settlement of contingent consideration related to the sale of our civil infrastructure construction business in fiscal 2024 that did not recur in fiscal 2025 partially offset by a revision to estimated recoveries on a refinery turnaround project resulting from unfavorable court orders that occurred in fiscal 2025.

Net Income Attributable to AECOM

The factors described above resulted in the net income attributable to AECOM of $561.8 million for the year ended September 30, 2025, as compared to the net income attributable to AECOM of $402.3 million for the year ended September 30, 2024.

Results of Operations by Reportable Segment

Americas

	Fiscal Year Ended		Change	
	September 30, 2025	September 30, 2024	$	%
	(in millions)			
Revenue	$ 12,525.9	$ 12,485.7	$ 40.2	0.3 %
Cost of revenue	11,643.8	11,726.6	(82.8)	(0.7)
Gross profit	$ 882.1	$ 759.1	$ 123.0	16.2 %

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

	Fiscal Year Ended	
	September 30, 2025	September 30, 2024
Revenue	100.0 %	100.0 %
Cost of revenue	93.0	93.9
Gross profit	7.0 %	6.1 %

Revenue

Revenue for our Americas segment for the year ended September 30, 2025 increased $40.2 million, or 0.3%, to $12,525.9 million as compared to $12,485.7 million for the corresponding period last year.

Pass-through revenues on contracts for which we subcontract work on behalf of our clients decreased $307.4 million for the year ended September 30, 2025 compared to the corresponding period last year. Revenue from increased project activity in the Americas included growth in our Transportation end market of $261.1 million, or 11.7%, and our Water and Environment end markets of $127.4 million, or 6.0%, offset by a decrease in our Facilities end market of $344.7 million, or 4.3%, compared to the corresponding period last year.

Cost of Revenue

Cost of revenue for our Americas segment for the year ended September 30, 2025 decreased by $82.8 million, or 0.7%, to $11,643.8 million compared to $11,726.6 million for the corresponding period last year.

The decrease in cost of revenue for the year ended September 30, 2025 was primarily due to the decreases in subcontractor and other direct costs offset by increased project activity.

Gross Profit

Gross profit for our Americas segment for the year ended September 30, 2025 increased $123.0 million, or 16.2%, to $882.1 million as compared to $759.1 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 7.0% of revenue for the year ended September 30, 2025 from 6.1% in the corresponding period last year.

The increase in gross profit for the year ended September 30, 2025 was primarily due to the benefit from restructuring actions taken last year, growth in enterprise capability centers, ongoing continuous improvement initiatives, and growth in higher margin advisory services.

International

	Fiscal Year Ended			
	September 30, 2025	September 30, 2024	Change	
			$	%
	(in millions)			
Revenue	$ 3,613.2	$ 3,618.4	$ (5.2)	(0.1)%
Cost of revenue	3,279.1	3,294.6	(15.5)	(0.5)
Gross profit	$ 334.1	$ 323.8	$ 10.3	3.2 %

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

	Fiscal Year Ended	
	September 30, 2025	September 30, 2024
Revenue	100.0 %	100.0 %
Cost of revenue	90.8	91.1
Gross profit	9.2 %	8.9 %

Revenue

Revenue for our International segment for the year ended September 30, 2025 decreased $5.2 million, or 0.1%, to $3,613.2 million as compared to $3,618.4 million for the corresponding period last year.

Revenue for the year ended September 30, 2025 decreased primarily due to a $66.3 million decrease in pass-through revenues on contracts for which we subcontract work on behalf of our client compared to the corresponding period in the prior year. The decrease in revenue was primarily attributable to a $67.9 million, or 5.2%, decrease in our Transportation end market, partially offset by growth in our Water and Environment end market of $40.2 million, or 5.2%, and in our Transportation end market of $18.8 million, or 1.3%, compared to the corresponding period last year, which have benefited from the end market trends discussed in the consolidated revenue section above.

Cost of Revenue

Cost of revenue for our International segment for the year ended September 30, 2025 decreased $15.5 million, or 0.5%, to $3,279.1 million as compared to $3,294.6 million for the corresponding period last year.

The decrease in cost of revenue for the year ended September 30, 2025 was primarily due to a decrease compared to the corresponding period in the prior year of subcontractor and other direct costs of $66.3 million, partially offset by increased project activity.

Gross Profit

Gross profit for our International segment for the year ended September 30, 2025 increased $10.3 million, or 3.2%, to $334.1 million as compared to $323.8 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 9.2% of revenue for the year ended September 30, 2025 from 8.9% in the corresponding period last year.

The increase in gross profit and gross profit as a percentage of revenue for the year ended September 30, 2025 were primarily due to benefits from restructuring actions taken last year, ongoing exits from lower margin countries, growth in the enterprise capability centers, and continuous improvement initiatives.

AECOM Capital

	Fiscal Year Ended			
	September 30, 2025	September 30, 2024	Change	
			$	%
	(in millions)			
Revenue	$ 0.5	$ 1.4	$ (0.9)	(64.3)%
Equity in losses of joint ventures	$ (0.5)	$ (26.9)	$ 26.4	(98.1)%
General and administrative expenses	$ (9.0)	$ (15.0)	$ 6.0	(40.0)%

Equity in losses of joint ventures for the year ended September 30, 2025 was $0.5 million compared to a loss of $26.9 million for the corresponding period last year. The change in equity in losses of joint ventures for the year ended September 30, 2025 was primarily due to impairment losses of $35.9 million recognized in the fiscal 2024 that did not repeat in fiscal 2025.

The decrease of $6.0 million in general and administrative expenses for the year ended September 30, 2025 compared to the corresponding period last year was due to nonrecurring expenses related to the evaluation of strategic options and the transition of the AECOM Capital business to a third-party platform that occurred in fiscal year 2024 but did not repeat in fiscal year 2025.

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, dividend payments, and refinancing or 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 expect to spend approximately $45 million for restructuring in fiscal 2026 associated with restructuring actions taken in prior periods that are expected to deliver continued margin improvement and efficiencies.

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, 2025, 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. 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, 2025, cash and cash equivalents were $1,585.7 million, an increase of $0.9 million, or 0.1%, from $1,584.9 million at September 30, 2024, which included cash and cash equivalents included in current assets held for sale in fiscal year 2024.

Net cash provided by operating activities was $821.6 million for the year ended September 30, 2025 as compared to $827.5 million for the year ended September 30, 2024. The change was primarily attributable to an increase in net income of approximately $176.0 million and cash provided by changes in working capital of $8.3 million, offset by a decrease in adjustments for non-cash items of approximately $190.1 million. The sale of trade receivables to financial institutions included in operating cash flows decreased $38.0 million during the year ended September 30, 2025 compared to the year ended September 30, 2024. 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 $413.2 million for the year ended September 30, 2025, as compared to $210.6 million for the year ended September 30, 2024. The change was primarily attributable to cash payments for business acquisitions, net of cash acquired, of $212.5 million in fiscal year 2025 compared to $18.7 million in fiscal year 2024.

Net cash used in financing activities was $403.7 million for the year ended September 30, 2025, as compared to $295.5 million for the year ended September 30, 2024. The change from the prior year was primarily attributable to $320.1 million in net cash proceeds pursuant to Amendment No. 14 of the Credit Agreement that occurred in the third quarter of fiscal 2024, partially offset by the $191.3 million of net additional borrowings in fiscal year 2025 from the issuance of the 2033 Senior Notes and the redemption of the 2027 Senior Notes. Total borrowings under our Credit Agreement may vary during the period as we regularly draw and repay amounts to fund working capital.

Working Capital

Working capital, or current assets less current liabilities, decreased $119.7 million, or 17.6%, to $801.4 million at September 30, 2025 from $681.7 million at September 30, 2024. Net accounts receivable and contract assets, net of contract liabilities, decreased to $3,194.4 million at September 30, 2025 from $3,301.4 million at September 30, 2024.

Days Sales Outstanding (DSO), which includes net accounts receivable and contract assets, net of contract liabilities, was 74 days at September 30, 2025 compared to 70 days at September 30, 2024.

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 15 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, 2025	September 30, 2024
	(in millions)	
Credit Agreement	$ 1,439.9	$ 1,446.6
2027 Senior Notes	—	997.3
2033 Senior Notes	1,200.0	—
Other debt	103.8	95.9
Total debt	2,743.7	2,539.8
Less: Current portion of debt and short-term borrowings	(66.3)	(66.9)
Less: Unamortized debt issuance costs	(30.2)	(22.6)
Long-term debt	$ 2,647.2	$ 2,450.3

The following table presents, in millions, scheduled maturities of our debt as of September 30, 2025:

Fiscal Year	
2026	$ 66.3
2027	31.2
2028	22.1
2029	761.3
2030	6.8
Thereafter	1,856.0
Total	$ 2,743.7

Credit Agreement

On April 19, 2024, we entered into Amendment No. 14 to Syndicated Facility Agreement (as amended, modified or otherwise supplemented, the "Credit Agreement"), pursuant to which we obtained a new $1,500,000,000 revolving credit facility (the "New Revolving Credit Facility"), a new $750,000,000 term loan A facility (the "New Term A Facility" and, together with the New Revolving Credit Facility, the "New Pro Rata Facilities") and a new $700,000,000 term loan B facility (the "New Term B Facility" and, together with the New Pro Rata Facilities, the "New Credit Facilities"). The New Revolving Credit Facility and the New Term A Facility mature on April 19, 2029. The New Term B Facility matures on April 19, 2031. The New Term A Facility and the New Term B Facility were borrowed in full on April 19, 2024 in U.S. dollars. Loans under the New Revolving Credit Facility may be borrowed, and letters of credit thereunder may be issued, in U.S. dollars or in certain foreign currencies. The New Credit Facilities replace in full our then-existing revolving credit facility, term loan A facility and term loan B facility, and borrowings under the New Credit Facilities were used to refinance in full our existing credit facilities and for general corporate purposes. The Credit Agreement permits us to designate certain of our subsidiaries as additional co-borrowers from time to time. Currently, there are no co-borrowers under the New Credit Facilities. On October 29, 2024, we entered into Amendment No. 15 to Syndicated Facility Agreement, pursuant to which we reduced the interest rate spread applicable to our New Term B Facility.

Borrowings under (a) the New Revolving Credit Facility (in U.S. dollars) and the New Term A Facility bear interest at a rate per annum equal to, at our option, (i) a Term SOFR rate (with a 0% floor and SOFR adjustment of 0.10%) or (ii) a base rate (with a 0% floor), in each case, as of September 30, 2025 plus an applicable margin of 1.225% in the case of the Term SOFR rate and 0.225% in the case of the base rate, and (b) the New Revolving Credit Facility in currencies other than U.S. dollars bear interest at a rate per annum equal to the applicable reference rate for such currency (including any related adjustments), plus an applicable margin of 1.225%. The applicable margin is subject, in each case, to adjustment based on the Company's consolidated leverage ratio from time to time.

Borrowings under the New Term B Facility, after giving effect to Amendment No. 15 to Syndicated Facility Agreement, bear interest at a rate per annum equal to, at our option, (a) a Term SOFR rate (with a 0% floor and a SOFR adjustment of 0%) or (b) a base rate (with a 0% floor), in each case, plus an applicable margin of 1.75% in the case of the Term SOFR rate and 0.75% in the case of the base rate.

Certain of our material subsidiaries (the "Guarantors") have guaranteed our obligations of the borrowers under the Credit Agreement, subject to certain exceptions. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of our assets and the Guarantors' assets, subject to certain exceptions.

The Credit Agreement contains customary negative covenants that include, among other things, limitations on our ability and certain of our subsidiaries, subject to certain exceptions, to incur liens and debt, make investments, dispositions, and restricted payments, change the nature of our business, consummate mergers, consolidations and the sale of all or substantially all of our respective assets and transact with affiliates. We are also required to maintain a consolidated leverage ratio of less than or equal to 4.00 to 1.00 (subject to certain adjustments in connection with permitted acquisitions), tested on a quarterly basis (the "Financial Covenant"). The Financial Covenant does not apply to the New Term B Facility. As of September 30, 2025, we were in compliance with the covenants of the Credit Agreement.

The Credit Agreement contains customary affirmative covenants, including, among other things, compliance with applicable law, preservation of existence, maintenance of properties and of insurance, and keeping proper books and records. The Credit Agreement contains customary events of default, including, among other things, nonpayment of principal, interest or fees, cross-defaults to other debt, inaccuracies of representations and warranties, failure to perform covenants, events of bankruptcy and insolvency, change of control and unsatisfied judgments, subject in certain cases to notice and cure periods and other exceptions.

At September 30, 2025 and September 30, 2024, letters of credit totaled $4.4 million and $4.4 million, respectively, under our New Revolving Credit Facility. As of September 30, 2025 and September 30, 2024, we had $1,495.6 million and $1,495.6 million, respectively, available under our New Revolving Credit Facility.

2027 Senior Notes

On February 21, 2017, we completed a private placement offering of $1,000,000,000 aggregate principal amount of our unsecured 5.125% Senior Notes due 2027 (the "2027 Senior Notes"). On June 30, 2017, we completed an exchange offer to exchange the unregistered 2027 Senior Notes for registered notes, as well as related guarantees. In July 2025, we used a portion of the proceeds of the 2033 Senior Notes (defined below) to purchase $732,914,000 in principal amount of the 2027 Senior Notes that were validly tendered and not validly withdrawn at or prior to the expiration date of our tender offer for the 2027 Senior Notes. In August 2025, we redeemed the remaining 2027 Senior Notes with a portion of the proceeds of the 2033 Senior Notes. The purchase and redemption included an aggregate make-whole payment of $9.1 million.

2033 Senior Notes

On July 22, 2025, we completed an offering of $1,200,000,000 aggregate principal amount of our 6.000% Senior Notes due 2033 (the "2033 Senior Notes"). As of September 30, 2025, the estimated fair value of the 2033 Senior Notes was approximately $1,227.0 million. The fair value of the 2033 Senior Notes as of September 30, 2025 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 2033 Senior Notes.

Interest will be payable on the 2033 Senior Notes at a rate of 6.000% per annum. Interest on the 2033 Senior Notes will be payable semi-annually in arrears on February 1 and August 1 of each year, commencing on February 1, 2026. The 2033 Senior Notes will mature on August 1, 2033.

Prior to August 1, 2028, we may redeem all or part of the 2033 Senior Notes at a redemption price equal to 100% of the principal amount to be redeemed, plus a "make whole" premium as of the redemption date, and accrued and unpaid interest to, but excluding, the redemption date. In addition, prior to August 1, 2028, we may redeem up to 40% of the aggregate principal amount of the 2033 Senior Notes with proceeds from certain equity offerings at a redemption price equal to 106% of the principal amount to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. Furthermore, at any time on or after August 1, 2028, we may redeem on one or more occasions all or part of the 2033 Senior Notes at the redemption prices set forth below, plus accrued and unpaid interest thereon to, but excluding, the redemption date, if redeemed during the 12-month period beginning on August 1 of each of the years indicated below:

	Percentage
2028	103.000%
2029	101.500%
2030 and thereafter	100.000%

The indenture pursuant to which the 2033 Senior Notes were issued contains customary events of default, including, among other things, payment default, failure to provide certain notices thereunder and certain provisions related to bankruptcy events. The indenture also contains customary negative covenants.`

Other Debt and Other Items

Other debt consists primarily of obligations under capital leases and loans and unsecured credit facilities. The 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, 2025 and September 30, 2024, these outstanding standby letters of credit totaled $899.4 million and $934.5 million. As of September 30, 2025, we had $367.4 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 and interest rate cap agreements, during the years ended September 30, 2025, 2024 and 2023 was 5.1%, 5.6% and 5.3%, respectively.

Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the years ended September 30, 2025, 2024 and 2023 of $7.4 million, $7.6 million and $4.9 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 entities. 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, 2025, there was approximately $903.8 million including both continuing and discontinued operations, 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, 2025, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately $89.4 million. The total amounts of employer contributions paid for the year ended September 30, 2025 were $10.6 million for U.S. plans and $23.7 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 plans that we do not control or manage. For the year ended September 30, 2025, we contributed $2.7 million to multiemployer pension plans.

Condensed Combined Financial Information

The 2027 Senior Notes are fully and unconditionally guaranteed on a joint and several basis by some of AECOM's directly and indirectly 100% owned subsidiaries (the Subsidiary Guarantors). Accordingly, AECOM became subject to the requirements of Rule 3-10 of Regulation S-X, as amended, regarding financial statements of guarantors and issuers of guaranteed securities. 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 tables present condensed combined summarized financial information for AECOM and the Subsidiary Guarantors. All intercompany balances and transactions are eliminated in the presentation of the combined financial statements. Amounts provided do not represent our total consolidated amounts as of September 30, 2025 and for the twelve months then ended.

Condensed Combined Balance Sheets
Parent and Subsidiary Guarantors
(unaudited - in millions)

	September 30, 2025
Current assets	$ 3,367.3
Non-current assets	3,189.2
Total assets	$ 6,556.5
Current liabilities	$ 2,853.8
Non-current liabilities	3,102.8
Total liabilities	5,956.6
Total stockholders' equity	599.9
Total liabilities and stockholders' equity	$ 6,556.5

Condensed Combined Statement of Operations
Parent and Subsidiary Guarantors
(unaudited - in millions)

	For the twelve months ended September 30, 2025
Revenue	$ 9,458.6
Cost of revenue	9,011.7
Gross profit	446.9
Net income from continuing operations	86.0
Net loss from discontinued operations	—
Net income	$ 86.0
Net income attributable to AECOM	$ 86.0

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 its affiliates, partnerships and joint ventures. The Company's unsecured credit arrangements are used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2025 and 2024, these outstanding standby letters of credit totaled $899.4 million and $934.5 million, respectively. As of September 30, 2025, the Company had $367.4 million available under these unsecured credit facilities. 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. 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, 2025, we were contingently liable in the amount of approximately $903.8 million in issued standby letters of credit and $5.6 billion 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 and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which we indirectly hold an equity interest and have an ongoing capital commitment to fund investments. At September 30, 2025, the Company has capital commitments of $5.1 million to the Fund over the next three years.

In addition, in connection with the investment activities of AECOM Capital, we provide guarantees of certain contractual obligations, including guarantees for completion of projects, limited debt repayment, environmental indemnity obligations and other lender required guarantees.

In February 2024, we were informed of a potential liability as one of the indemnitors on a divested business' surety bonds. We do not have sufficient information to determine the range of potential impacts, however, it is reasonably possible that we may incur additional costs related to these bonds.

In connection with the resolution of contingencies related to the sale of the civil infrastructure construction business, we agreed to act as an additional guarantor on the counterparty's existing debt, which was extended to March 2028.

Contractual Obligations and Commitments

The following summarizes our contractual obligations and commercial commitments as of September 30, 2025:

Contractual Obligations and Commitments	Total	Less than One Year	One to Three Years	Three to Five Years	More than Five Years
			(in millions)		
Debt	$ 2,743.7	$66.3	$53.3	$768.1	$1,856.0
Interest on debt	975.8	163.6	332.2	256.0	224.0
Operating leases	764.0	163.6	253.8	173.3	173.3
Pension funding obligations[1]	35.8	35.8	—	—	—
Total contractual obligations and commitments	$ 4,519.3	$ 429.3	$ 639.3	$ 1,197.4	$ 2,253.3

(1) Represents expected fiscal 2026 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 November 2023, the Financial Accounting Standards Board (FASB) amended the guidance of Accounting Standards Codification (ASC) 280, *Segment Reporting*, requiring public entities to disclose significant segment expenses and other segment items on an interim basis. The new guidance is effective for the Company for its annual financial statements in fiscal year 2025 and for its interim financial statements in fiscal year 2026. The adoption of the new guidance did not significantly impact our financial presentation.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes* (Topic 740): *Improvements to Income Tax Disclosures*, which includes amendments that further enhance the income tax information through improvements to income tax disclosures primarily related to the rate reconciliation and income taxes paid. The update also includes certain other amendments to improve the effectiveness of income tax disclosures. The amendments are effective for the Company's annual periods beginning October 1, 2025, with early adoption permitted. We are currently evaluating the impact that the adoption of this new guidance will have on our financial statement presentation.

In November 2024, the FASB issued ASU 2024-03 requiring public entities to provide disaggregated disclosures in the notes of the financial statements of certain categories of expenses that are included in expense line items on the face of the income statement on an interim basis. The new guidance is effective for the Company for its annual financial statements in fiscal year 2027 and for its interim financial statements in fiscal year 2028, with early adoption permitted. We are currently evaluating the impact that the adoption of this new guidance will have on our financial statements.

In September 2025, the FASB issued ASU 2025-06 to clarify and modernize the accounting for costs related to internal-use software. The guidance removes references to project stages used in ASC 350-40 and clarifies the threshold entities should apply to begin capitalizing internal-use software costs. The new guidance is effective for us starting October 1, 2028, and we may apply the guidance using a prospective, retrospective, or modified transition approach. We are currently evaluating the impact that the adoption of this new guidance will have on our financial presentation.

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 other debt obligations are subject to variable rate interest which could be adversely affected by an increase in interest rates. As of September 30, 2025 and 2024, we had $1,439.9 million and $1,446.6 million, respectively, in outstanding borrowings under our term credit agreements and 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 0.125% to 1.00% and the applicable margin that is added to borrowings in the Term SOFR rate can range from 1.125% to 2.00%. For the year ended September 30, 2025, our weighted average floating rate borrowings were $1,603.8 million, or $903.8 million excluding borrowings with effective fixed interest rates due to interest rate swap and interest rate cap agreements. If short-term floating interest rates had increased by 1.00%, our interest expense for the year ended September 30, 2025 would have increased by $9.0 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
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September 30, 2025

Audited Annual Consolidated Financial Statements

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Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of AECOM

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of AECOM (the Company) as of September 30, 2025 and 2024, the related consolidated statements of operations, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended September 30, 2025, and the related notes and financial statement schedule listed in the Index at Item 15(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, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended September 30, 2025, 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, 2025, 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 18, 2025 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 Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2)involved our especially challenging, subjective, or complex judgments. The communication of the critical audit matter 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 matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue Recognition - Contract cost and claim recovery estimates

Description of the Matter

For the year ended September 30, 2025, contract revenues recognized by the Company were $16.1 billion. Contract revenues include $4.0 billion which relate to fixed price contracts and $6.0 billion which relate to guaranteed maximum 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 and guaranteed maximum 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, 2025, the Company has recorded revenue related to claims and reported related contract assets and other non-current assets on the consolidated balance sheet. Revenue recognition relating to claims is highly judgmental as the amount has not been approved 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.

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 legal 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.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1990.

Dallas, Texas
November 18, 2025

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of AECOM

Opinion on Internal Control Over Financial Reporting

We have audited AECOM's internal control over financial reporting as of September 30, 2025, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, AECOM (the Company) maintained, in all material respects, effective internal control over financial reporting as of September 30, 2025, 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 2025 consolidated financial statements of the Company and our report dated November 18, 2025 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

Dallas, Texas
November 18, 2025

AECOM

Consolidated Balance Sheets
(in thousands, except share data)

	September 30, 2025	September 30, 2024
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 1,378,582	$ 1,316,945
Cash in consolidated joint ventures	207,157	263,932
Total cash and cash equivalents	1,585,739	1,580,877
Accounts receivable—net	2,497,147	2,793,307
Contract assets	1,785,179	1,806,458
Prepaid expenses and other current assets	716,070	638,393
Current assets held for sale	—	77,224
Income taxes receivable	146,092	159,500
TOTAL CURRENT ASSETS	6,730,227	7,055,759
PROPERTY AND EQUIPMENT—NET	416,164	354,377
DEFERRED TAX ASSETS—NET	295,249	326,685
INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES	138,056	138,067
GOODWILL	3,700,619	3,480,155
INTANGIBLE ASSETS—NET	183,284	6,932
OTHER NON-CURRENT ASSETS	254,218	267,528
OPERATING LEASE RIGHT-OF-USE ASSETS	463,479	432,166
NON-CURRENT ASSETS HELD FOR SALE	18,953	—
TOTAL ASSETS	$ 12,200,249	$ 12,061,669
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Short-term debt	$ 4,069	$ 3,080
Accounts payable	2,260,609	2,560,122
Accrued expenses and other current liabilities	2,490,480	2,385,731
Income taxes payable	23,536	27,418
Contract liabilities	1,087,905	1,298,327
Current liabilities held for sale	—	35,559
Current portion of long-term debt	62,217	63,844
TOTAL CURRENT LIABILITIES	5,928,816	6,374,081
OTHER LONG-TERM LIABILITIES	210,870	156,406
OPERATING LEASE LIABILITIES, NON-CURRENT	515,998	510,573
DEFERRED TAX LIABILITY-NET	67,968	27,509
PENSION BENEFIT OBLIGATIONS	133,193	172,360
LONG-TERM DEBT	2,647,220	2,450,330
TOTAL LIABILITIES	9,504,065	9,691,259
COMMITMENTS AND CONTINGENCIES (Note 18)		
AECOM STOCKHOLDERS' EQUITY:		
Common stock—authorized, 300,000,000 shares of $0.01 par value as of September 30, 2025 and 2024; issued and outstanding 131,782,371 and 132,552,407 shares as of September 30, 2025 and 2024, respectively	1,318	1,326
Additional paid-in capital	4,609,126	4,347,197
Accumulated other comprehensive loss	(893,027)	(882,671)
Accumulated deficits	(1,224,833)	(1,281,647)
TOTAL AECOM STOCKHOLDERS' EQUITY	2,492,584	2,184,205
Noncontrolling interests	203,600	186,205
TOTAL STOCKHOLDERS' EQUITY	2,696,184	2,370,410
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 12,200,249	$ 12,061,669

See accompanying Notes to Consolidated Financial Statements.

AECOM

Consolidated Statements of Operations
(in thousands, except per share data)

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
Revenue	$ 16,139,622	$ 16,105,498	$ 14,378,461
Cost of revenue	14,922,909	15,021,157	13,432,996
Gross profit	1,216,713	1,084,341	945,465
Equity in earnings of joint ventures	27,013	2,124	(279,352)
General and administrative expenses	(157,849)	(160,105)	(153,575)
Restructuring and acquisition costs	(59,355)	(98,918)	(188,404)
Income from operations	1,026,522	827,442	324,134
Other income	10,457	17,570	8,357
Interest income	62,894	58,560	40,251
Interest expense	(184,304)	(185,420)	(159,342)
Income from continuing operations before taxes	915,569	718,152	213,400
Income tax expense for continuing operations	204,018	152,900	56,052
Net income from continuing operations	711,551	565,252	157,348
Net loss from discontinued operations	(75,364)	(104,997)	(57,207)
Net income	636,187	460,255	100,141
Net income attributable to noncontrolling interests from continuing operations	(73,287)	(59,322)	(43,262)
Net income (loss) attributable to noncontrolling interests from discontinued operations	(1,126)	1,333	(1,547)
Net income attributable to noncontrolling interests	(74,413)	(57,989)	(44,809)
Net income attributable to AECOM from continuing operations	638,264	505,930	114,086
Net loss attributable to AECOM from discontinued operations	(76,490)	(103,664)	(58,754)
Net income attributable to AECOM	$ 561,774	$ 402,266	$ 55,332
Net income (loss) attributable to AECOM per share:			
Basic continuing operations per share	$ 4.82	$ 3.73	$ 0.82
Basic discontinued operations per share	$ (0.58)	$ (0.76)	$ (0.42)
Basic earnings per share	$ 4.24	$ 2.97	$ 0.40
Diluted continuing operations per share	$ 4.79	$ 3.71	$ 0.81
Diluted discontinued operations per share	$ (0.58)	$ (0.76)	$ (0.42)
Diluted earnings per share	$ 4.21	$ 2.95	$ 0.39
Weighted average shares outstanding:			
Basic	132,373	135,544	138,614
Diluted	133,311	136,453	140,109

See accompanying Notes to Consolidated Financial Statements.

AECOM

Consolidated Statements of Comprehensive Income
(in thousands)

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
Net income	$ 636,187	$ 460,255	$ 100,141
Other comprehensive (loss) income, net of tax:			
Net unrealized (loss) gain on derivatives, net of tax	(5,051)	(23,290)	2,165
Foreign currency translation adjustments	(5,937)	93,389	59,720
Pension adjustments, net of tax	601	(25,986)	(8,719)
Other comprehensive (loss) income, net of tax	(10,387)	44,113	53,166
Comprehensive income, net of tax	625,800	504,368	153,307
Noncontrolling interests in comprehensive income of consolidated subsidiaries, net of tax	(74,382)	(58,196)	(44,877)
Comprehensive income attributable to AECOM, net of tax	$ 551,418	$ 446,172	$ 108,430

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	Accumulated Deficits	Total AECOM Stockholders' Equity	Non-Controlling Interests	Total Stockholders' Equity
BALANCE AT SEPTEMBER 30, 2022	$ 1,389	$ 4,156,594	$ (979,675)	$ (701,654)	$ 2,476,654	$ 128,725	$ 2,605,379
Net income	—	—	—	55,332	55,332	44,809	100,141
Dividends declared	—	—	—	(100,872)	(100,872)	—	(100,872)
Other comprehensive loss	—	—	53,098	—	53,098	68	53,166
Issuance of stock	19	64,964	—	—	64,983	—	64,983
Repurchases of stock	(46)	(25,917)	—	(356,782)	(382,745)	—	(382,745)
Stock-based compensation	—	45,882	—	—	45,882	—	45,882
Contributions from noncontrolling interests	—	—	—	—	—	17,225	17,225
Distributions to noncontrolling interests	—	—	—	—	—	(19,448)	(19,448)
BALANCE AT SEPTEMBER 30, 2023	$ 1,362	$ 4,241,523	$ (926,577)	$ (1,103,976)	$ 2,212,332	$ 171,379	$ 2,383,711
Net income	—	—	—	402,266	402,266	57,989	460,255
Dividends declared	—	—	—	(120,454)	(120,454)	—	(120,454)
Other comprehensive loss	—	—	43,906	—	43,906	207	44,113
Issuance of stock	16	65,369	—	—	65,385	—	65,385
Repurchases of stock	(52)	(21,215)	—	(459,483)	(480,750)	—	(480,750)
Stock-based compensation	—	61,520	—	—	61,520	—	61,520
Contributions from noncontrolling interests	—	—	—	—	—	13,508	13,508
Distributions to noncontrolling interests	—	—	—	—	—	(56,878)	(56,878)
BALANCE AT SEPTEMBER 30, 2024	$ 1,326	$ 4,347,197	$ (882,671)	$ (1,281,647)	$ 2,184,205	$ 186,205	$ 2,370,410
Net income	—	—	—	561,774	561,774	74,413	636,187
Dividends declared	—	—	—	(139,303)	(139,303)	—	(139,303)
Other comprehensive loss	—	—	(10,356)	—	(10,356)	(31)	(10,387)
Issuance of stock	25	218,988	—	—	219,013	—	219,013
Repurchases of stock	(33)	(18,498)	—	(365,657)	(384,188)	—	(384,188)
Stock-based compensation	—	61,439	—	—	61,439	—	61,439
Effect of deconsolidation of a joint venture	—	—	—	—	—	(13,768)	(13,768)
Contributions from noncontrolling interests	—	—	—	—	—	2,450	2,450
Distributions to noncontrolling interests	—	—	—	—	—	(45,669)	(45,669)
BALANCE AT SEPTEMBER 30, 2025	$ 1,318	$ 4,609,126	$ (893,027)	$ (1,224,833)	$ 2,492,584	$ 203,600	$ 2,696,184

See accompanying Notes to Consolidated Financial Statements.

AECOM

Consolidated Statements of Cash Flows
(in thousands)

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	$ 636,187	$ 460,255	$ 100,141
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	175,917	178,812	175,725
Equity in (earnings) losses of unconsolidated joint ventures	(16,861)	1,276	282,291
Distribution of earnings from unconsolidated joint ventures	59,498	24,254	41,178
Non-cash stock compensation	61,439	61,520	45,882
Impairment of long-lived assets	—	—	86,199
Loss on sale of discontinued operations	—	90,412	43,222
Prepayment premium on redemption of unsecured senior notes	9,064	—	—
Foreign currency translation	2,316	15,468	969
Deferred income tax expense (benefit)	35,415	150,894	(135,878)
Other	916	(4,854)	6,388
Changes in operating assets and liabilities:			
Accounts receivable and contract assets	334,419	(500,798)	(402,498)
Prepaid expenses and other assets	(82,707)	(207,359)	131,903
Accounts payable	(333,564)	391,176	169,514
Accrued expenses and other current liabilities	145,198	91,983	97,239
Contract liabilities	(210,549)	109,390	137,484
Other long-term liabilities	4,914	(34,939)	(83,779)
Net cash provided by operating activities	$ 821,602	$ 827,490	$ 695,980
CASH FLOWS FROM INVESTING ACTIVITIES:			
Payments for business acquisitions, net of cash acquired	$ (212,529)	$ (18,658)	$ —
Cash outflow from deconsolidation of a joint venture	(45,352)	—	—
Investment in unconsolidated joint ventures	(55,617)	(55,058)	(59,772)
Return of investment in unconsolidated joint ventures	30,995	—	20,874
Proceeds from sale of investments	—	3,180	5,977
Other investing activities	5,665	(21,000)	—
Proceeds from disposal of property and equipment	292	494	344
Payments for capital expenditures	(136,675)	(119,597)	(105,600)
Net cash used in by investing activities	$ (413,221)	$ (210,639)	$ (138,177)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from borrowings under credit agreements	$ 2,212,924	$ 6,169,266	$ 3,506,668
Repayments of borrowings under credit agreements	(2,259,380)	(5,878,475)	(3,552,639)
Issuance of unsecured senior notes	1,188,600	—	—
Redemption of unsecured senior notes	(997,293)	—	—
Prepayment premium on redemption of unsecured senior notes	(9,064)	—	—
Cash paid for debt issuance costs	(3,889)	(16,573)	—
Dividends paid	(133,572)	(115,244)	(96,192)
Proceeds from issuance of common stock	40,084	34,556	32,897
Proceeds from exercise of stock options	2,056	2,056	6,168
Payments to repurchase common stock	(388,380)	(478,501)	(379,284)
Net distributions to noncontrolling interests	(53,380)	(16,177)	(2,223)
Other financing activities	(2,376)	3,632	11,670
Net cash used in financing activities	$ (403,670)	$ (295,460)	$ (472,935)
EFFECT OF EXCHANGE RATE CHANGES ON CASH	(3,834)	1,319	512
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	877	322,710	85,380
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	1,584,862	1,262,152	1,176,772
CASH AND CASH EQUIVALENTS AT END OF YEAR	1,585,739	1,584,862	1,262,152
LESS: CASH AND CASH EQUIVALENTS INCLUDED IN CURRENT ASSETS HELD FOR SALE	$ —	$ (3,985)	$ (1,946)
CASH AND CASH EQUIVALENTS OF CONTINUING OPERATIONS AT END OF YEAR	$ 1,585,739	$ 1,580,877	$ 1,260,206
SUPPLEMENTAL CASH FLOW INFORMATION:			
Interest paid	$ (166,868)	$ (177,450)	$ (153,975)
Net income taxes paid	$ (91,968)	$ (139,972)	$ (78,448)

See accompanying Notes to Consolidated Financial Statements.

AECOM

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Significant Accounting Policies

Organization— AECOM and its consolidated subsidiaries provide planning, consulting, advisory, architectural and engineering design services, construction management and program management to public and private clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government.

Fiscal Year—The Company reports its annual results of operations based on 52-or 53- week periods ending on the Friday nearest September 30. Certain prior period amounts in the consolidated financial statements and accompanying notes have been reclassified to conform with the current period's presentation.

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, customer relationships and intellectual property. 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.

Goodwill is evaluated for impairment either by assessing qualitative factors or by performing a quantitative assessment. Qualitative factors, such as overall financial performance, industry or market considerations, or other relevant events, are assessed to determine if it is more likely than not that the fair value of the reporting units is less than their carrying amounts. During a quantitative 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. The impairment evaluation process includes, among other things, making assumptions about variable such as revenue growth rates, profitability, discount rates, and industry market multiples, which are subject to a high degree of judgment. 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 10% 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 U.S. dollar, except for foreign operations where the functional currency is generally the local currency. 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.

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 U.S. 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.

On December 22, 2017, the United States enacted the Tax Cuts and Jobs Act, which significantly changed U.S. tax law and included a provision to tax global intangible low-taxed income (GILTI) of foreign subsidiaries. The Company recognizes taxes due under the GILTI provision as a current period expense.

On July 4, 2025, the U.S. government enacted the One Big Beautiful Bill Act which permanently extends many provisions of the Tax Cuts and Jobs Act of 2017 and introduces new tax provisions relevant for multinational businesses. Most of the new provisions take effect starting in fiscal 2026. Based on its assessment, the Company does not expect the legislation to have a material impact on its consolidated financial statements.

2. New Accounting Pronouncements and Changes in Accounting

In November 2023, the Financial Accounting Standards Board (FASB) amended the guidance of Accounting Standards Codification (ASC) 280, *Segment Reporting*, requiring public entities to disclose significant segment expenses and other segment items on an interim basis. The new guidance is effective for the Company for its annual financial statements in fiscal year 2025 and for its interim financial statements in fiscal year 2026. The adoption of the new guidance did not significantly impact the Company's financial presentation.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes* (Topic 740): *Improvements to Income Tax Disclosures*, which includes amendments that further enhance the income tax information through improvements to income tax disclosures primarily related to the rate reconciliation and income taxes paid. The update also includes certain other amendments to improve the effectiveness of income tax disclosures. The amendments are effective for the Company’s annual periods beginning October 1, 2025, with early adoption permitted. The Company is currently evaluating the impact that the adoption of this new guidance will have on its financial statement presentation.

In November 2024, the FASB issued ASU 2024-03 requiring public entities to provide disaggregated disclosures in the notes of the financial statements of certain categories of expenses that are included in expense line items on the face of the income statement on an interim basis. The new guidance is effective for the Company for its annual financial statements in fiscal year 2027 and for its interim financial statements in fiscal year 2028, with early adoption permitted. The Company is currently evaluating the impact that the adoption of this new guidance will have on its financial statements.

In September 2025, the FASB issued ASU 2025-06 to clarify and modernize the accounting for costs related to internal-use software. The guidance removes references to project stages used in ASC 350-40 and clarifies the threshold entities should apply to begin capitalizing internal-use software costs. The new guidance is effective for the Company starting October 1, 2028, and the Company may apply the guidance using a prospective, retrospective, or modified transition approach. The Company is currently evaluating the impact that the adoption of this new guidance will have on its financial statements.

3. Discontinued Operations, Goodwill and Intangible Assets

In the first quarter of fiscal 2020, management approved a plan to dispose of via sale the Company’s self-perform at-risk construction businesses. These businesses include the Company’s civil infrastructure, power, and oil and gas construction businesses that were previously reported in the Company’s Construction Services segment. After consideration of the relevant facts, the Company concluded the assets and liabilities of its self-perform at-risk construction businesses met the criteria for classification as held for sale. The Company concluded the actual and proposed disposal activities represented a strategic shift that would have a major effect on the Company’s operations and financial results and qualified for presentation as discontinued operations in accordance with FASB ASC 205-20. Accordingly, the financial results of the self-perform at-risk construction businesses are presented in the Consolidated Statement of Operations as discontinued operations for all periods presented. Current and non-current assets and liabilities of these businesses not sold as of the balance sheet date are presented in the Consolidated Balance Sheets as assets and liabilities held for sale for both periods presented.

The Company completed the sale of its power and oil and gas construction businesses in fiscal 2021 and fiscal 2022, respectively. The Company completed the sale of its civil infrastructure construction business to affiliates of Oroco Capital in the second quarter of fiscal 2021. In the second quarter of fiscal 2024, the Company recorded a $103.1 million loss related to a revised estimate of its contingent consideration receivable recognized in its civil infrastructure construction business.

During the third quarter of fiscal 2024, the Company resolved contingencies related to the sale of its civil infrastructure construction business and received equity in the counterparty, and the Company recorded a $12.7 million gain based on the fair value of the equity received. Concurrently, the Company participated as a member of a lending group in a revolving credit facility for the counterparty, committing to fund $30 million that matures in May 2029. At September 30, 2025, the counterparty had $15.4 million outstanding under the credit facility, and all cash flows were classified as other investing activities.

During the second quarter of fiscal 2025, the Company and its joint venture counterparty amended the joint venture agreement for a business classified as held for sale. In connection with the amendment and consistent with ASC 810, *Consolidation*, the Company reconsidered whether it remained the primary beneficiary under the variable interest model and concluded it was no longer the primary beneficiary. As such, the Company deconsolidated the joint venture as of the amendment date. The Company continues to present its retained noncontrolling interest as held for sale and equity in earnings from the joint venture are reported in net loss from discontinued operations. No gain or loss was recognized in the deconsolidation of the joint venture during the second quarter of fiscal 2025.

Department of Energy Deactivation, Demolition, and Removal Project

A former affiliate of the Company, Amentum Environment & Energy, Inc., f/k/a AECOM Energy and Construction, Inc. (“Former Affiliate”), 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. In February 2011, the Former Affiliate 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 $106 million, required the Former Affiliate and the DOE to equally share in all project costs incurred from $106 million to $146 million, and required the Former Affiliate to pay all project costs exceeding $146 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, the Former Affiliate was required to perform work outside the scope of the Task Order Modification. In December 2014, the Former Affiliate submitted an initial set of claims against the DOE pursuant to the Contracts Disputes Acts seeking recovery of $103 million, including additional fees on changed work scope (the “2014 Claims”). On December 6, 2019, the Former Affiliate submitted a second set of claims against the DOE seeking recovery of an additional $60.4 million, including additional project costs and delays outside the scope of the contract as a result of differing site and ground conditions (the “2019 Claims”). The Former Affiliate also submitted three alternative breach of contract claims to the 2014 Claims and the 2019 Claims that may entitle the Former Affiliate to recovery of $148.5 million to $329.4 million. On December 30, 2019, the DOE denied the Former Affiliate’s 2014 Claims. On September 25, 2020, the DOE denied the Former Affiliate’s 2019 Claims. The Company filed an appeal of these decisions on December 20, 2020 in the Court of Federal Claims. Deconstruction, decommissioning and site restoration activities are complete.

On January 31, 2020, the Company completed the sale of its Management Services business, including the Former Affiliate who worked on the DOE project, to Maverick Purchaser Sub LLC (“MS Purchaser”), an affiliate of American Securities LLC and Lindsay Goldberg LLC. The Company and the MS Purchaser agreed that all future DOE project claim recoveries and costs will be split 10% to the MS Purchaser and 90% to the Company with the Company retaining control of all future strategic legal decisions.

Fact discovery has concluded and expert discovery will proceed once the stay due to the government shutdown is lifted, expected in fiscal year 2026. The Company intends to vigorously pursue all claimed amounts but can provide no certainty that the Company will recover 2014 Claims and 2019 Claims submitted against the DOE, or any additional incurred claims or costs, which could have a material adverse effect on the Company’s results of operations.

Refinery Turnaround Project

A former affiliate of the Company, which was sold in a series of transactions to effectuate the sale of the self-perform at-risk construction businesses, entered into an agreement to perform turnaround maintenance services in Montana in December 2017. The former affiliate performed additional work outside of the original contract and became entitled to payment from the refinery owner. As part of the sale of the former affiliate, the refinery turnaround project, including related claims, were retained by the Company. The former affiliate's claims against the refinery owner and the refinery owner's crossclaims against the Company's former affiliate moved to federal court. A jury trial was completed on

February 1, 2025, resulting in a favorable verdict for the Company. As a result of unfavorable court orders on post-trial motions during the third quarter of fiscal 2025, including pre-judgment interest and prompt payment interest, and issuance of the associated judgment, the Company recorded a $53.0 million loss from the reduction in the expected future net cash proceeds the Company would receive as a result of the trial verdict. The Company has appealed the judgment. The loss is reported in discontinued operations as the project was completed prior to the sale of the former affiliate.

The following table represents summarized balance sheet information of assets and liabilities held for sale (in millions):

	September 30, 2025	September 30, 2024
Cash and cash equivalents	$ —	$ 4.0
Receivables and contract assets	—	73.2
Current assets held for sale	$ —	$ 77.2
Investment in unconsolidated joint venture	$ 18.9	$ —
Property and equipment, net	$ —	$ 16.7
Other	0.1	1.2
Write-down of assets to fair value less cost to sell	—	(17.9)
Non-current assets held for sale	$ 19.0	$ —
Accounts payable and accrued expenses	$ —	$ 35.6
Current liabilities held for sale	$ —	$ 35.6
Long-term liabilities held for sale	$ —	$ —

The following table represents summarized income statement information of discontinued operations (in millions):

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
Revenue	$ 97.6	$ 178.2	$ 212.8
Cost of revenue	101.4	181.1	223.2
Gross loss	(3.8)	(2.9)	(10.4)
Equity in losses of joint ventures	(10.1)	(3.4)	(2.9)
Loss on disposal activities	(83.8)	(97.1)	(50.6)
Transaction costs	—	(0.2)	(0.2)
Loss from operations	(97.7)	(103.6)	(64.1)
Other expense	(0.3)	(1.5)	(1.0)
Loss before taxes	(98.0)	(105.1)	(65.1)
Income tax benefit	(22.6)	(0.1)	(7.9)
Net loss from discontinued operations	$ (75.4)	$ (105.0)	$ (57.2)

The significant components included in the Consolidated Statement of Cash Flows for the discontinued operations are as follows (in millions):

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
Payments for capital expenditures	$ —	$ (2.5)	$ (6.2)
Noncash increase in noncurrent assets held for sale due to deconsolidation of a joint venture	$ 41.6	$ —	$ —
Noncash decrease in noncontrolling interest due to deconsolidation of a joint venture	$ (13.8)	$ —	$ —

The Company also recorded a $12.7 million non-cash gain in discontinued operations in fiscal 2024.

The Company completed two business acquisitions during the year ended September 30, 2025 for total consideration of $375.9 million, which included stock consideration of $146.4 million. Neither of these two acquisitions met the quantitative thresholds to require separate disclosure. The Company acquired these businesses to expand its competitive advantage and compound strengths to achieve its long-term profitability targets. The Company preliminarily estimates the amount of identifiable assets acquired based on the facts and circumstances available at the time of acquisition. The Company determines the final value of the identifiable intangible assets as soon as information is available, but not more than 12 months from the date of acquisition. The initial accounting for these acquisitions is not complete as of September 30, 2025 as the Company continues to assess the value of the acquired intellectual property intangible asset.

The changes in the carrying value of goodwill by reportable segment for the year ended September 30, 2025 were as follows:

	September 30, 2024	Foreign Exchange Impact	Acquired	September 30, 2025
	(in millions)			
Americas	$ 2,625.7	$ (5.4)	$ 150.1	$ 2,770.4
International	854.5	0.4	75.3	930.2
Total	$ 3,480.2	$ (5.0)	$ 225.4	$ 3,700.6

The gross amounts and accumulated amortization of the Company's acquired identifiable intangible assets with finite useful lives as of September 30, 2025 and 2024, included in intangible assets—net, in the accompanying consolidated balance sheets, were as follows:

	September 30, 2025			September 30, 2024			
	Gross Amount	Accumulated Amortization	Intangible Assets, Net	Gross Amount	Accumulated Amortization	Intangible Assets, Net	Amortization Period
	(in millions)						(years)
Backlog and Customer relationships	$ 7.4	$ (2.5)	$ 4.9	$ 671.7	$ (664.8)	$ 6.9	1 - 11
Intellectual property	178.4	—	178.4	—	—	—	5
Total	$ 185.8	$ (2.5)	$ 183.3	$ 671.7	$ (664.8)	$ 6.9	

Amortization expense of acquired intangible assets included within cost of revenue was $1.5 million and $18.8 million for the years ended September 30, 2025 and 2024, respectively. The following table presents estimated amortization expense of existing intangible assets for the succeeding years:

Fiscal Year	(in millions)
2026	$ 37.2
2027	37.2
2028	37.2
2029	36.0
2030	35.7
Total	$ 183.3

4. Revenue Recognition

The Company follows accounting 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, which it believes to be the best measure of progress towards completion of the performance obligation. 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 pass-through revenues for the years ended September 30, 2025, 2024 and 2023 were $8.6 billion, $8.9 billion and $7.7 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. Costs attributable to claims are treated as costs of contract performance as incurred.

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 be the Company's responsibility. For many of the Company's 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 as the Company believes this is the best measure of progress towards completion.

Disaggregated Revenue

The following tables present the Company's revenues disaggregated by revenue sources:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Cost reimbursable	$ 6,196.1	$ 6,361.4	$ 6,128.8
Guaranteed maximum price	5,960.7	6,030.0	4,887.7
Fixed price	3,982.8	3,714.1	3,362.0
Total revenue	$ 16,139.6	$ 16,105.5	$ 14,378.5

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Americas	$ 12,526.4	$ 12,487.0	$ 10,976.4
Europe, Middle East, India, Africa	2,153.3	2,141.5	1,937.3
Asia-Australia-Pacific	1,459.9	1,477.0	1,464.8
Total revenue	$ 16,139.6	$ 16,105.5	$ 14,378.5

Remaining Unsatisfied Performance Obligations

As of September 30, 2025, the Company had allocated $19.7 billion of transaction price to unsatisfied or partially satisfied performance obligations, of which approximately 57% is expected to be satisfied within the next twelve months. The majority of remaining performance obligation after the first 12 months are expected to be recognized over a two-year period.

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. The Company recognized revenue of $918.9 million and $801.0 million during the years ended September 30, 2025 and 2024, respectively, that was included in contract liabilities as of September 30, 2024 and 2023, respectively.

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 receivables 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.

Net accounts receivable consisted of the following:

	Fiscal Year Ended	
	September 30, 2025	September 30, 2024
	(in millions)	
Billed	$ 1,934.3	$ 2,184.9
Contract retentions	647.6	696.3
Total accounts receivable—gross	2,581.9	2,881.2
Allowance for doubtful accounts and credit losses	(84.8)	(87.9)
Total accounts receivable—net	$ 2,497.1	$ 2,793.3

Substantially all contract assets as of September 30, 2025 and September 30, 2024 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 $400 million and $180 million as of September 30, 2025 and 2024, respectively. The asset related to the Deactivation, Demolition, and Removal Project retained from the MS Purchaser as defined and and discussed in Note 3 is presented in other non-current assets from continuing operations in the Consolidated Balance Sheet. 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 but nonetheless represent an unconditional right to cash.

The Company considers a broad range of information to estimate expected credit losses including the related ages of past due balances, projections of credit losses based on historical trends, and collection history and credit quality of its clients. Negative macroeconomic trends or delays in payment of outstanding receivables could result in an increase in the estimated credit losses.

No single client accounted for more than 10% of the Company's outstanding receivables at September 30, 2025 and 2024.

The Company sold trade receivables to financial institutions, of which $268.2 million and $319.5 million were outstanding as of September 30, 2025 and 2024, 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		
	September 30, 2025	September 30, 2024	Useful Lives (years)
	(in millions)		
Building and land	$ 10.5	$ 10.1	10 - 45
Leasehold improvements	275.0	299.3	1 - 20
Computer systems and equipment	770.4	659.6	3 - 12
Furniture and fixtures	85.7	92.2	3 - 10
Total	1,141.6	1,061.2	
Accumulated depreciation and amortization	(725.4)	(706.8)	
Property and equipment, net	$ 416.2	$ 354.4	

Depreciation expense for the fiscal years ended September 30, 2025, 2024 and 2023 was $166.3 million, $152.3 million, and $152.3 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 invest in real estate 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 further discussed in Note 18.

Summary of financial information of the consolidated joint ventures was as follows:

	September 30, 2025	September 30, 2024
	(in millions)	
Current assets	$ 699.0	$ 836.9
Non-current assets	84.4	83.1
Total assets	$ 783.4	$ 920.0
Current liabilities	$ 591.4	$ 763.6
Non-current liabilities	5.7	1.5
Total liabilities	597.1	765.1
Total AECOM deficit	(15.9)	(17.2)
Noncontrolling interests	202.2	172.1
Total owners' equity	186.3	154.9
Total liabilities and owners' equity	$ 783.4	$ 920.0

Total revenue of the consolidated joint ventures was $1,698.4 million, $2,242.8 million, and $1,984.3 million for the years ended September 30, 2025, 2024 and 2023, 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 unaudited financial information of the unconsolidated joint ventures, as derived from their unaudited financial statements, was as follows:

	September 30, 2025	September 30, 2024
	(in millions)	
Current assets	$ 1,537.7	$ 1,379.0
Non-current assets	708.0	799.9
Total assets	$ 2,245.7	$ 2,178.9
Current liabilities	$ 1,107.8	$ 976.3
Non-current liabilities	92.4	114.8
Total liabilities	1,200.2	1,091.1
Joint ventures' equity	1,045.5	1,087.8
Total liabilities and joint ventures' equity	$ 2,245.7	$ 2,178.9
AECOM's investment in joint ventures	$ 138.1	$ 138.1

	Twelve Months Ended	
	September 30, 2025	September 30, 2024
	(in millions)	
Revenue	$ 2,887.6	$ 2,145.8
Cost of revenue	2,822.5	1,972.1
Gross profit	$ 65.1	$ 173.7
Net income	$ 67.1	$ 168.6

Summary of AECOM's equity in earnings of unconsolidated joint ventures is as follows:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Pass-through joint ventures	$ 27.6	$ 29.0	$ 24.5
Other joint ventures	(0.6)	(26.9)	(303.9)
Total	$ 27.0	$ 2.1	$ (279.4)

The Company completed a transaction that transitioned the AECOM Capital team to a new third-party platform in the third quarter of fiscal 2024. The team will continue to support AECOM Capital's investment vehicles pursuant to certain advisory agreements in a manner consistent with their current obligations. During the third quarter of fiscal 2023, the Company identified indicators of impairment in the equity method investments held in its AECOM Capital segment. Specifically, the Company identified evidence that the carrying value of certain of the investments in its real estate portfolio were in excess of their fair values. The Company concluded it no longer had the intent to retain certain of these investments for a period of time sufficient to allow for an anticipated recovery in market value. In the third quarter of fiscal 2023, the Company recorded an impairment loss of $307.0 million to reduce the carrying value of these investments to their estimated fair values. During the first quarter of fiscal 2024, the Company recorded an additional impairment loss of $35.9 million. These impairments do not relate to investments in respect of which affiliates of AECOM Capital provide advisory services or manage third party capital. AECOM Capital will continue to manage existing investment vehicles and investments in a manner consistent with their current obligations. Fair value was determined using Level 3 inputs such as forecasted cash flows and comparable sales prices.

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, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Change in benefit obligation:						
Benefit obligation at beginning of year	$ 186.9	$ 860.4	$ 181.2	$ 756.2	$ 198.1	$ 791.2
Service cost	—	0.2	—	0.2	—	0.3
Participant contributions	0.1	0.2	0.1	0.3	0.1	0.2
Interest cost	7.9	40.1	9.7	43.7	9.8	47.7
Benefits and expenses paid	(17.1)	(46.2)	(17.6)	(47.7)	(17.2)	(42.2)
Actuarial loss (gain)	(0.2)	(69.8)	13.5	37.0	(8.8)	(112.5)
Plan settlements	(0.7)	—	—	(3.2)	(1.5)	(1.5)
Transfers in	—	—	—	—	0.7	—
Foreign currency translation loss	—	4.4	—	73.9	—	73.0
Benefit obligation at end of year	$ 176.9	$ 789.3	$ 186.9	$ 860.4	$ 181.2	$ 756.2

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	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	$ 109.0	$ 804.3	$ 98.8	$ 673.3	$ 101.4	$ 683.5
Actual return on plan assets	3.0	(15.1)	15.8	89.0	7.8	(54.2)
Employer contributions	10.6	23.7	11.9	25.1	8.2	24.8
Participant contributions	0.1	0.2	0.1	0.3	0.1	0.2
Benefits and expenses paid	(17.1)	(46.2)	(17.6)	(47.7)	(17.2)	(42.2)
Plan settlements	(0.7)	—	—	(3.2)	(1.5)	(1.5)
Foreign currency translation gain	—	5.0	—	67.5	—	62.7
Fair value of plan assets at end of year	$ 104.9	$ 771.9	$ 109.0	$ 804.3	$ 98.8	$ 673.3

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Reconciliation of funded status:						
Funded status at end of year	$ (72.0)	$ (17.4)	$ (77.9)	$ (56.1)	$ (82.4)	$ (82.9)
Contribution made after measurement date	N/A	N/A	N/A	N/A	N/A	N/A
Net amount recognized at end of year	$ (72.0)	$ (17.4)	$ (77.9)	$ (56.1)	$ (82.4)	$ (82.9)

The following table sets forth the amounts recognized in the consolidated balance sheets as of September 30, 2025, 2024 and 2023:

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	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	$ —	$ 52.3	$ —	$ 46.6	$ —	$ 38.7
Accrued expenses and other current liabilities	(8.5)	—	(8.3)	—	(8.4)	—
Pension benefit obligations	(63.5)	(69.7)	(69.6)	(102.7)	(74.0)	(121.6)
Net amount recognized in the balance sheet	$ (72.0)	$ (17.4)	$ (77.9)	$ (56.1)	$ (82.4)	$ (82.9)

The following table details the reconciliation of amounts in the consolidated statements of stockholders' equity for the fiscal years ended September 30, 2025, 2024 and 2023:

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	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	$ (0.1)	$ (1.2)	$ (0.1)	$ (1.3)	$ (0.1)	$ (1.2)
Net loss	(75.4)	(235.5)	(77.6)	(234.9)	(77.5)	(207.1)
Total recognized in accumulated other comprehensive loss	$ (75.5)	$ (236.7)	$ (77.7)	$ (236.2)	$ (77.6)	$ (208.3)

The components of net periodic benefit cost other than the service cost component are included in other income 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, 2025, 2024 and 2023:

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Components of net periodic benefit cost:						
Service costs	$ —	$ 0.2	$ —	$ 0.2	$ —	$ 0.3
Interest cost on projected benefit obligation	7.9	40.1	9.7	43.7	9.8	47.7
Expected return on plan assets	(4.8)	(52.2)	(5.5)	(57.4)	(5.8)	(60.8)
Amortization of prior service costs	—	0.1	—	0.1	—	0.1
Amortization of net loss (gain)	3.7	(1.3)	3.1	(2.3)	3.5	(0.6)
Settlement loss (gain) recognized	0.1	—	—	0.1	(0.1)	0.2
Net periodic benefit cost (credit)	$ 6.9	$ (13.1)	$ 7.3	$ (15.6)	$ 7.4	$ (13.1)

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 $1.1 million, $2.1 million, and $3.1 million in the years ended September 30, 2025, 2024 and 2023, respectively.

Amounts included in accumulated other comprehensive loss as of September 30, 2025 that are expected to be recognized as components of net periodic benefit cost during fiscal 2026 are (in millions):

	U.S.	Int'l
Amortization of prior service cost	$ —	$ (0.1)
Amortization of net actuarial (losses) gain	(3.8)	0.6
Total	$ (3.8)	$ 0.5

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, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Projected benefit obligation	$ 165.8	$ 395.6	$ 175.1	$ 649.8	$ 168.8	$ 628.1
Accumulated benefit obligation	$ 165.8	$ 395.6	$ 175.1	$ 649.8	$ 168.8	$ 628.1
Fair value of plan assets	$ 104.9	$ 325.9	$ 109.0	$ 547.1	$ 98.8	$ 506.5

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 $25.0 million to the international plans in fiscal 2026. 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 $10.8 million to U.S. plans in fiscal 2026.

The table below provides the expected future benefit payments, in millions:

Year Ending September 30,	U.S.	Int'l
2026	$ 26.8	$ 52.2
2027	18.3	51.3
2028	17.6	52.9
2029	16.6	54.8
2030	15.7	56.0
2031-2035	66.0	297.5
Total	$ 161.0	$ 564.7

The underlying assumptions for the pension plans are as follows:

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Weighted-average assumptions to determine benefit obligation:						
Discount rate	5.01 %	5.83 %	4.73 %	5.04 %	5.76 %	5.65 %
Salary increase rate	N/A	2.81 %	N/A	2.91 %	N/A	3.06 %
Weighted-average assumptions to determine net periodic benefit cost:						
Discount rate	4.73 %	5.04 %	5.76 %	5.65 %	5.40 %	5.27 %
Salary increase rate	N/A	2.91 %	N/A	3.06 %	N/A	3.48 %
Expected long-term rate of return on plan assets	6.25 %	5.51 %	6.90 %	5.74 %	7.00 %	6.04 %

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 2025 and pension plan asset allocation, both U.S. and International, as of September 30, 2025 and 2024:

	Target Allocations		Percentage of Plan Assets as of September 30,			
			2025		2024	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
Asset Category:						
Equities	18 %	25 %	19 %	24 %	24 %	25 %
Debt	78	65	74	64	67	64
Cash	—	3	2	2	4	2
Diversified and other	4	7	5	10	5	9
Total	100 %	100 %	100 %	100 %	100 %	100 %

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 6.25% and 5.51% weighted-average long-term rate of return on assets assumption for the fiscal year ended September 30, 2025 for U.S. and non-U.S. plans, respectively.

As of September 30, 2025, the fair values of the Company's pension plan assets by major asset categories were as follows:

		Fair Value Measurement as of September 30, 2025			
	Total Carrying Value as of September 30, 2025	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	$ 20.5	$ 20.5	$ —	$ —	$ —
Debt securities	361.4	361.4	—	—	—
Investment funds:					
Diversified and equity funds	272.5	71.5	14.1	—	186.9
Fixed income funds	220.5	22.7	4.4	—	193.4
Absolute return fund	5.1	—	—	—	5.1
Derivative instruments and other	(3.2)	9.9	(13.1)	—	—
Total	$ 876.8	$ 486.0	$ 5.4	$ —	$ 385.4

As of September 30, 2024, the fair values of the Company's pension plan assets by major asset categories were as follows:

		Fair Value Measurement as of September 30, 2024			
	Total Carrying Value as of September 30, 2024	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	$ 22.1	$ 22.1	$ —	$ —	$ —
Debt securities	391.5	391.5	—	—	—
Investment funds:					
Diversified and equity funds	286.7	48.5	13.5	—	224.7
Fixed income funds	213.9	17.3	4.1	—	192.5
Absolute return fund	5.9	—	—	—	5.9
Derivative instruments and other	(6.8)	8.2	(15.0)	—	—
Total	$ 913.3	$ 487.6	$ 2.6	$ —	$ 423.1

Cash equivalents are mostly comprised of short-term money-market instruments and are valued at cost, which approximates fair value.

For 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, not traded on an active exchange, 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.

Common collective investment 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 redemption notice periods and are redeemable at the NAV, less transaction fees. There are no significant unfunded commitments related to these investments.

Multiemployer Pension Plans

The Company participates in 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 $2.7 million and $2.5 million for the years ended September 30, 2025 and 2024, respectively. At September 30, 2025 and 2024, 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, 2025	September 30, 2024
	(in millions)	
Credit Agreement	$ 1,439.9	$ 1,446.6
2027 Senior Notes	—	997.3
2033 Senior Notes	1,200.0	—
Other debt	103.8	95.9
Total debt	2,743.7	2,539.8
Less: Current portion of debt and short-term borrowings	(66.3)	(66.9)
Less: Unamortized debt issuance costs	(30.2)	(22.6)
Long-term debt	$ 2,647.2	$ 2,450.3

The following table presents, in millions, scheduled maturities of the Company's debt as of September 30, 2025:

Fiscal Year	
2026	$ 66.3
2027	31.2
2028	22.1
2029	761.3
2030	6.8
Thereafter	1,856.0
Total	$ 2,743.7

Credit Agreement

On April 19, 2024, the Company entered into Amendment No. 14 to Syndicated Facility Agreement (as amended, modified or otherwise supplemented, the "Credit Agreement"), pursuant to which the Company obtained a new $$1,500,000,000 revolving credit facility (the "New Revolving Credit Facility"), a new $750,000,000 term loan A facility (the "New Term A Facility" and, together with the New Revolving Credit Facility, the "New Pro Rata Facilities") and a new $700,000,000 term loan B facility (the "New Term B Facility" and, together with the New Pro Rata Facilities, the "New Credit Facilities"). The New Revolving Credit Facility and the New Term A Facility mature on April 19, 2029. The New Term B Facility matures on April 19, 2031. The New Term A Facility and the New Term B Facility were borrowed in full on April 19, 2024 in U.S. dollars. Loans under the New Revolving Credit Facility may be borrowed, and letters of credit thereunder may be issued, in U.S. dollars or in certain foreign currencies. The New Credit Facilities replace in full the Company's then-existing revolving credit facility, term loan A facility and term loan B facility, and borrowings under the New Credit Facilities were used to refinance in full the Company's existing credit facilities and for general corporate purposes. The Credit Agreement permits the Company to designate certain of its subsidiaries as additional co-borrowers from time to time. Currently, there are no co-borrowers under the New Credit Facilities. On October 29, 2024, the Company entered into Amendment No. 15 to Syndicated Facility Agreement, pursuant to which the Company reduced the interest rate spread applicable to its New Term B Facility.

Borrowings under (a) the New Revolving Credit Facility (in U.S. dollars) and the New Term A Facility bear interest at a rate per annum equal to, at the Company's option, (i) a Term SOFR rate (with a 0% floor and SOFR adjustment of 0.10%) or (ii) a base rate (with a 0% floor), in each case, as of September 30, 2025, plus an applicable margin of 1.225% in the case of the Term SOFR rate and 0.225% in the case of the base rate, and (b) the New Revolving Credit Facility in currencies other than U.S. dollars bear interest at a rate per annum equal to the applicable reference rate for such currency (including any related adjustments), plus an applicable margin of 1.225%. The applicable margin is subject, in each case, to adjustment based on the Company's consolidated leverage ratio from time to time.

Borrowings under the New Term B Facility, after giving effect to Amendment No. 15 to Syndicated Facility Agreement, bear interest at a rate per annum equal to, at the Company's option, (a) a Term SOFR rate (with a 0% floor and a SOFR adjustment of 0%) or (b) a base rate (with a 0% floor), in each case, plus an applicable margin of 1.75% in the case of the Term SOFR rate and 0.75% in the case of the base rate.

Certain of the Company's material subsidiaries (the "Guarantors") have guaranteed the Company's obligations of the borrowers under the Credit Agreement, subject to certain exceptions. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of the Company's assets and its Guarantors' assets, subject to certain exceptions.

The Credit Agreement contains customary negative covenants that include, among other things, limitations on the ability of the Company and certain of its subsidiaries, subject to certain exceptions, to incur liens and debt, make investments, dispositions, and restricted payments, change the nature of their business, consummate mergers, consolidations and the sale of all or substantially all of their respective assets and transact with affiliates. The Company is also required to maintain a consolidated leverage ratio of less than or equal to 4.00 to 1.00 (subject to certain adjustments in connection with permitted acquisitions), tested on a quarterly basis (the "Financial Covenant"). The Financial Covenant does not apply to the New Term B Facility. As of September 30, 2025, the Company was in compliance with the covenants of the Credit Agreement.

The Credit Agreement contains customary affirmative covenants, including, among other things, compliance with applicable law, preservation of existence, maintenance of properties and of insurance, and keeping proper books and records. The Credit Agreement contains customary events of default, including, among other things, nonpayment of principal, interest or fees, cross-defaults to other debt, inaccuracies of representations and warranties, failure to perform covenants, events of bankruptcy and insolvency, change of control and unsatisfied judgments, subject in certain cases to notice and cure periods and other exceptions.

At September 30, 2025 and September 30, 2024, letters of credit totaled $4.4 million and $4.4 million, respectively, under the Company's New Revolving Credit Facility. As of September 30, 2025 and September 30, 2024, the Company had $1,495.6 million and $1,495.6 million, respectively, available under its New Revolving Credit Facility.

2027 Senior Notes

On February 21, 2017, the Company completed a private placement offering of $1,000,000,000 aggregate principal amount of its unsecured 5.125% Senior Notes due 2027 (the "2027 Senior Notes"). On June 30, 2017, the

Company completed an exchange offer to exchange the unregistered 2027 Senior Notes for registered notes, as well as related guarantees. In July 2025, the Company used a portion of the proceeds of the 2033 Senior Notes (defined below) to purchase $732,914,000 in principal amount of the 2027 Senior Notes that were validly tendered and not validly withdrawn at or prior to the expiration date of the tender offer for the 2027 Senior Notes. In August 2025, the Company redeemed the remaining 2027 Senior Notes with a portion of the proceeds of the 2033 Senior Notes. The purchase and redemption included an aggregate make-whole payment of $9.1 million.

2033 Senior Notes

On July 22, 2025, the Company completed an offering of $1,200,000,000 aggregate principal amount of its 6.000% Senior Notes due 2033 (the "2033 Senior Notes"). As of September 30, 2025, the estimated fair value of the 2033 Senior Notes was approximately $1,227.0 million. The fair value of the 2033 Senior Notes as of September 30, 2025 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 2033 Senior Notes.

Interest will be payable on the 2033 Senior Notes at a rate of 6.000% per annum. Interest on the 2033 Senior Notes will be payable semi-annually in arrears on February 1 and August 1 of each year, commencing on February 1, 2026. The 2033 Senior Notes will mature on August 1, 2033.

Prior to August 1, 2028, the Company may redeem all or part of the 2033 Senior Notes at a redemption price equal to 100% of the principal amount to be redeemed, plus a "make whole" premium as of the redemption date, and accrued and unpaid interest to, but excluding, the redemption date. In addition, prior to August 1, 2028, the Company may redeem up to 40% of the aggregate principal amount of the 2033 Senior Notes with proceeds from certain equity offerings at a redemption price equal to 106% of the principal amount to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. Furthermore, at any time on or after August 1, 2028, the Company may redeem on one or more occasions all or part of the 2033 Senior Notes at the redemption prices set forth below, plus accrued and unpaid interest thereon to, but excluding, the redemption date, if redeemed during the 12-month period beginning on August 1 of each of the years indicated below:

	Percentage
2028	103.000 %
2029	101.500 %
2030 and thereafter	100.000 %

The indenture pursuant to which the 2033 Senior Notes were issued contained customary events of default, including, among other things, payment default, failure to provide certain notices thereunder and certain provisions related to bankruptcy events. The indenture also contained customary negative covenants.

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, 2025 and September 30, 2024, these outstanding standby letters of credit totaled $899.4 million and $934.5 million, respectively. As of September 30, 2025, the Company had $367.4 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 and interest rate cap agreements, during the years ended September 30, 2025, 2024 and 2023 was 5.1%, 5.6% and 5.3%, respectively.

Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the years ended September 30, 2025, 2024 and 2023 of $7.4 million, $7.6 million and $4.9 million, respectively.

9. Derivative Financial Instruments and Fair Value Measurements

The Company uses 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 to reduce the risk that its cash flows and earnings will be adversely affected by foreign currency exchange rate fluctuations. The Company's 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 interest expense or to accumulated other comprehensive loss in the accompanying consolidated balance sheets.

Cash Flow Hedges

The Company uses interest rate swap and interest rate cap agreements designated as cash flow hedges to limit exposure to variable interest rates on portions of the Company's debt. 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 against interest expense when the interest expense on the variable rate debt is recognized. If the hedged transaction becomes probable of not occurring, any gain or loss related to interest rate swap or interest rate cap agreements would be recognized in other income.

The notional principal, fixed rates and related effective and expiration dates of the Company's outstanding interest rate swap agreements were as follows:

		September 30, 2025		
Notional Amount Currency	**Notional Amount (in millions)**	**Fixed Rate**	**Effective Date**	**Expiration Date**
USD	400.0	1.283%	February 2023	March 2028

		September 30, 2024		
Notional Amount Currency	**Notional Amount (in millions)**	**Fixed Rate**	**Effective Date**	**Expiration Date**
USD	400.0	1.283%	February 2023	March 2028

In the fourth quarter of fiscal 2021, the Company entered into interest rate swap agreements with a notional value of $400.0 million to manage the interest rate exposure of its variable rate loans. The swaps became effective February 2023 and terminate in March 2028. By entering into the swap agreements, the Company converted a portion of the SOFR rate-based liability into a fixed-rate liability. The Company will pay a fixed rate of 1.283% and receive payment at the prevailing one-month SOFR.

In the third quarter of fiscal 2022, the Company purchased interest rate cap agreements with a notional value of $300.0 million to manage interest rate exposure of its variable rate loans. The caps became effective on June 30, 2022 and terminate in March 2028. The caps reduce the Company's exposure to one-month SOFR. In the event one-month SOFR exceeds 3.465%, the Company will pay the spread between prevailing one-month SOFR and 3.465%.

See Note 17 for accumulated balances and reporting period activities of derivatives related to reclassifications out of accumulated other comprehensive loss for the years ended September 30, 2025, 2024 and 2023. Additionally, there were no material losses recognized in income due to amounts excluded from effectiveness testing from the Company's interest rate swap agreements.

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, 2025, 2024 and 2023.

Fair Value Measurements

The fair values of the interest rate swap and interest rate cap agreements were derived by taking the net present value of the expected cash flows using observable market inputs (Level 2) such as SOFR rate curves, futures, volatilities and basis spreads (when applicable).

As discussed in Note 3, the Company received an equity investment in the civil infrastructure construction business buyer and concurrently participated as a member of a lending group in a revolving credit facility. The Company elected the fair value option for its equity investment due to the availability of quoted prices of identical assets. The fair value option was also elected for the credit facility investment. Changes in fair value of both investments are classified within other income on the consolidated statements of operations. The Company records interest income at the stated coupon rate of the credit facility and classifies it within interest income on the consolidated statement of operations. Fair value for the equity investment is determined using Level 1 inputs, and fair value of the credit facility investment is determined using Level 3 inputs, such as estimated cash flows and estimated discount rates. The Company recorded a gain of $2.5 million and $7.2 million in other income during the years ended September 30, 2025 and September 30, 2024, respectively, representing the increase in fair value of these investments.

In the fourth quarter of fiscal 2025, the Company issued contingent consideration in connection with the acquisition of a business, with a maximum value of $17.7 million. The contingent consideration is a liability that is measured at fair value with changes in fair value reported through earnings. The contingent consideration is measured using Level 2 inputs, such as quoted market prices and volatilities.

Below are the Company's non-pension financial assets and liabilities recorded at fair value on a recurring basis within the ASC 820-10 fair value hierarchy:

		As of September 30, 2025			
	Balance Sheet Location	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value
		(in millions)			
Interest rate contracts	Other current assets	$ —	$ 9.0	$ —	$ 9.0
Interest rate contracts	Other non-current assets	—	10.0	—	10.0
Interest rate contracts	Other current liabilities	—	(1.8)	—	(1.8)
Interest rate contracts	Other long-term liabilities	—	(2.8)	—	(2.8)
Credit facility investment	Other non-current assets	—	—	17.4	17.4
Contingent Consideration	Other long-term liabilities	—	(7.5)	—	(7.5)
Equity investment	Other non-current assets	21.9	—	—	21.9
Total net assets at fair value		$ 21.9	$ 6.9	$ 17.4	$ 46.2

	As of September 30, 2024				
	Balance Sheet Location	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value
		(in millions)			
Interest rate contracts	Other current assets	$ —	$ 9.2	$ —	$ 9.2
Interest rate contracts	Other non-current assets	—	16.5	—	16.5
Interest rate contracts	Other current liabilities	—	(0.9)	—	(0.9)
Interest rate contracts	Other long-term liabilities	—	(3.6)	—	(3.6)
Credit facility investment	Other non-current assets	—	—	21.9	21.9
Equity investment	Other non-current assets	19.4	—	—	19.4
Total net assets at fair value		$ 19.4	$ 21.2	$ 21.9	$ 62.5

The table below sets forth a summary of changes in the fair value of the Company's Level 3 investment assets:

	Year-ended September 30, 2025					
	Beginning Balance	Investment Gains/(Losses)	Interest Earned	Loans	Collections	Ending Balance
			(in millions)			
Credit facility investment including accrued interest	$ 21.9	0.1	1.1	19.0	(24.7)	$ 17.4

	Year-ended September 30, 2024					
	Beginning Balance	Investment Gains/(Losses)	Interest Earned	Loans	Collections	Ending Balance
			(in millions)			
Credit facility investment including accrued interest	$ —	0.5	0.5	32.5	(11.6)	$ 21.9

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. Substantially all of the Company's office building leases are operating leases, and its equipment leases are both operating and finance leases. The Company groups lease and non-lease components for its equipment leases into a single lease component but separates lease and non-lease components for its office building leases.

The Company recognizes a right-of-use asset and lease liability for its operating leases at the commencement date equal to the present value of the contractual minimum lease payments over the lease term. The present value is calculated using the rate implicit in the lease, if known, or the Company's incremental secured borrowing rate. The discount rate used for operating leases is primarily determined based on an analysis of the Company's incremental secured borrowing rate, while the discount rate used for finance leases is primarily determined by the rate specified in the lease.

The related lease 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. Leases with initial terms shorter than 12 months are not recognized on the balance sheet, and lease expense is recognized on a straight-line basis.

During the fourth quarter of fiscal 2023, the Company approved a restructuring plan primarily to optimize its office real estate portfolio with its freedom to grow strategy, which initiated a review of the carrying value of right-of-use assets and leasehold improvements. In connection with the review, the Company identified leased assets that were no longer recoverable. The Company recorded an impairment charge of $86.2 million to reduce its right-of-use assets and leasehold improvements to their fair values and recorded the expense in restructuring costs on the Consolidated Statement of Operations. Fair value was determined primarily using Level 3 inputs, such as discounted cash flows.

The components of lease expenses are as follows:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Operating lease cost	$ 147.4	$ 149.1	$ 164.0
Finance lease cost:			
Amortization of right-of-use assets	33.9	28.4	23.1
Interest on lease liabilities	3.7	2.9	2.6
Variable lease cost	32.0	34.6	34.1
Total lease cost	$ 217.0	$ 215.0	$ 223.8

Additional balance sheet information related to leases is as follows:

(in millions except as noted)	Balance Sheet Classification	September 30, 2025	September 30, 2024
Assets:			
Operating lease assets	Operating lease right-of-use assets	$ 463.5	$ 432.2
Finance lease assets	Property and equipment – net	74.4	62.1
Total lease assets		$ 537.9	$ 494.3
Liabilities:			
Current:			
Operating lease liabilities	Accrued expenses and other current liabilities	$ 132.4	$ 135.1
Finance lease liabilities	Current portion of long-term debt	31.9	25.5
Total current lease liabilities		164.3	160.6
Non-current:			
Operating lease liabilities	Operating lease liabilities, noncurrent	516.0	510.6
Finance lease liabilities	Long-term debt	44.3	35.7
Total non-current lease liabilities		$ 560.3	$ 546.3

	As of		
	September 30, 2025	September 30, 2024	September 30, 2023
Weighted average remaining lease term (in years):			
Operating leases	6.1	6.2	6.4
Finance leases	2.7	2.6	2.9
Weighted average discount rates:			
Operating leases	5.2 %	5.1 %	4.3 %
Finance leases	4.8 %	4.4 %	4.1 %

Additional cash flow information related to leases is as follows:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	$ 172.6	$ 184.9	$ 188.3
Operating cash flows from finance leases	3.7	3.0	2.5
Financing cash flows from finance leases	32.4	28.9	23.7
Right-of-use assets obtained in exchange for new operating leases	130.9	90.1	96.6
Right-of-use assets obtained in exchange for new finance leases	47.2	26.6	37.5

Total remaining lease payments under both the Company's operating and finance leases are as follows:

	Operating Leases	Finance Leases
Fiscal Year	(in millions)	
2026	$ 163.6	$ 35.0
2027	135.7	26.1
2028	118.1	16.0
2029	97.9	4.6
2030	75.4	—
Thereafter	173.3	—
Total lease payments	$ 764.0	$ 81.7
Less: Amounts representing interest	$ (115.6)	$ (5.5)
Total lease liabilities	$ 648.4	$ 76.2

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 13.

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 for the employer contributions related to AECOM stock

issued under defined contribution plans during fiscal years ended September 30, 2025, 2024 and 2023 was $26.0 million, $24.7 million, and $23.1 million, respectively.

Stock Incentive Plans—Under the 2020 Stock Incentive Plan, the Company has up to 11.3 million securities remaining available for future issuance as of September 30, 2025. 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.

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 and directors which are earned based on service conditions. The grant date fair value of PEP awards and restricted stock unit awards is primarily based on that day's closing market price of the Company's common stock.

Restricted stock unit and PEP unit activity for the year ended September 30 was as follows:

	Restricted Stock Units	Weighted Average Grant-Date Fair Value	PEP Units	Weighted Average Grant-Date Fair Value
	(in millions)		(in millions)	
Outstanding at September 30, 2022	1.0	$ 53.05	0.7	$ 60.60
Granted	0.3	$ 83.64	0.2	$ 94.64
PEP units earned (unearned)	—	$ —	0.2	$ 43.19
Vested	(0.4)	$ 44.35	(0.4)	$ 43.19
Cancelled	(0.1)	$ 62.09	—	$ 71.71
Outstanding at September 30, 2023	0.8	$ 68.34	0.7	$ 75.54
Granted	0.3	$ 92.30	0.2	$ 104.66
PEP units earned (unearned)	—	$ —	0.2	$ 52.50
Vested	(0.3)	$ 50.14	(0.4)	$ 52.50
Cancelled	0.0	$ 77.32	—	$ 89.76
Outstanding at September 30, 2024	0.8	$ 83.96	0.7	$ 95.38
Granted	0.2	$ 110.65	0.2	$ 129.28
PEP units earned (unearned)	—	$ —	0.1	$ 85.46
Vested	(0.2)	$ 75.72	(0.3)	$ 85.46
Cancelled	(0.1)	$ 95.85	(0.1)	$ 109.53
Outstanding at September 30, 2025	0.7	$ 95.64	0.6	$ 109.74

Total compensation expense related to these share-based payments including stock options was $61.4 million, $61.5 million, and $45.9 million during the years ended September 30, 2025, 2024 and 2023, respectively. Unrecognized compensation expense related to total share-based payments outstanding as of September 30, 2025 and 2024 was $106.7 million and $68.7 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 before income taxes included income from domestic operations of $392.7 million, $233.0 million, and loss of $129.2 million for fiscal years ended September 30, 2025, 2024 and 2023 and income from foreign operations of $522.9 million, $485.2 million, and $342.6 million for fiscal years ended September 30, 2025, 2024 and 2023.

Income tax expense was comprised of:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Current:			
Federal	$ 88.9	$ 15.1	$ 67.7
State	26.4	(78.6)	71.9
Foreign	56.1	63.5	52.8
Total current income tax expense	171.4	—	192.4
Deferred:			
Federal	7.7	45.2	(71.8)
State	(6.5)	68.1	(84.3)
Foreign	31.4	39.6	19.8
Total deferred income tax expense (benefit)	32.6	152.9	(136.3)
Total income tax expense	$ 204.0	$ 152.9	$ 56.1

The major elements contributing to the difference between the U.S. federal statutory rate of 21% for fiscal years ended September 30, 2025, 2024 and 2023 and the effective tax rate are as follows:

	Fiscal Year Ended					
	September 30, 2025		September 30, 2024		September 30, 2023	
	Amount	%	Amount	%	Amount	%
	(in millions)					
Tax at federal statutory rate	$ 192.3	21.0 %	$ 150.8	21.0 %	$ 44.8	21.0 %
State income tax, net of federal benefit	16.1	1.8	(8.5)	(1.2)	(7.1)	(3.3)
Change in uncertain tax positions	46.7	5.1	18.6	2.6	9.4	4.4
Foreign residual income	41.9	4.6	43.8	6.1	59.4	27.8
Nondeductible costs	16.6	1.8	20.6	2.9	10.7	5.0
Tax rate changes	2.3	0.3	1.2	0.2	(3.2)	(1.5)
Audit settlement	1.4	0.1	0.5	0.1	1.9	0.9
Income tax credits and incentives	(59.5)	(6.5)	(63.5)	(8.8)	(68.2)	(31.9)
Legal entity restructuring	(20.1)	(2.2)	—	—	—	—
Exclusion of tax on non-controlling interests	(15.6)	(1.7)	(12.5)	(1.7)	(9.4)	(4.4)
Valuation allowance	(11.8)	(1.3)	(12.6)	(1.8)	16.6	7.8
Tax exempt income	(2.1)	(0.2)	(2.5)	(0.4)	(3.3)	(1.5)
Foreign tax rate differential	(1.1)	(0.1)	(2.8)	(0.4)	0.2	0.1
Return to provision	(0.5)	(0.1)	(3.7)	(0.5)	(0.5)	(0.2)
ACAP investment sale	—	—	20.2	2.8	—	—
Other items, net	(2.6)	(0.3)	3.3	0.4	4.8	2.1
Total income tax expense	$ 204.0	22.3 %	$ 152.9	21.3 %	$ 56.1	26.3 %

During fiscal 2025, the Company recorded a reserve of $47.0 million related to uncertain tax positions associated with federal and state tax credits claimed for years subject to examination by the tax authorities. The reserve reflects the Company's assessment that it is more likely than not that a portion of the credits may not be sustained under examination based on recent discussions and developments related to our ongoing audits.

During fiscal 2025, the Company recognized deferred tax assets of $20.1 million related to legal entity restructuring. The restructuring resulted in the recognition of deferred tax assets related to tax attributes that are expected to be utilized against future taxable income.

During fiscal 2024, the Company recorded an increase in tax benefit of $38.4 million related to state income taxes due to apportionment factor changes for fiscal years 2016 through 2023. This benefit was partially offset by an increase in tax expense of $23.0 million related to uncertain tax positions.

During fiscal 2024, the Company sold certain ACAP investments and recorded a reduction in valuation allowances of $21.0 million and a reduction in deferred tax assets of $20.2 million. In addition, the Company recorded a valuation allowance of $9.3 million related to the remaining ACAP investments.

During fiscal 2024, the Company approved a tax planning strategy and restructured certain operations in Canada which resulted in a release of a valuation allowance related to net operating losses and other deferred tax assets of $11.7 million.

During fiscal 2024, the Company settled its tax audit in Hong Kong for fiscal year 2011 through fiscal year 2021 and recorded a tax benefit of $6.9 million due primarily to changes in uncertain tax positions.

During fiscal 2023, valuation allowances in the amount of $21.0 million related to the ACAP impairment charge were established for the portion of the charge that is not expected to be realized.

The Company is currently under tax audit in several jurisdictions including the U.S. where its federal income tax returns for fiscal 2017 through 2020 are being examined by the IRS. Disputes can arise with tax authorities involving issues related to the timing of deductions, the calculation and use of credits, and the taxation of income in various tax jurisdictions because of differing interpretations or application of tax laws, regulations, and relevant facts. The IRS is currently auditing certain tax credits and the methodology for calculating the credits. We will continue to monitor developments related to the examination and will adjust the reserve as necessary based on changes in facts and circumstances, including the resolution of the audit.

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. 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, 2025	September 30, 2024
	(in millions)	
Deferred tax assets:		
Compensation and benefit accruals not currently deductible	$ 81.8	$ 85.4
Net operating loss carryforwards	99.2	107.5
Self-insurance reserves	66.6	38.3
Research and experimentation and other tax credits	34.3	67.1
Pension liability	23.5	34.9
Accrued liabilities	263.3	265.7
Capital loss carryforward	13.0	49.5
Partnership investment	15.5	22.3
Other	12.2	8.2
Total deferred tax assets	609.4	678.9
Deferred tax liabilities:		
Unearned revenue	(31.0)	(4.1)
Depreciation and amortization	(58.9)	(83.7)
Acquired intangible assets	(39.6)	—
Investment in subsidiaries	(9.8)	(9.9)
Right of use assets	(82.4)	(85.2)
Contingent consideration	—	(30.5)
Other	(3.3)	(5.4)
Total deferred tax liabilities	(225.0)	(218.8)
Valuation allowance	(157.1)	(160.9)
Net deferred tax assets	$ 227.3	$ 299.2

As of September 30, 2025, and 2024, the Company has available unused federal, foreign and state net operating loss (NOL) carryforwards of $700.7 million and $744.6 million, respectively, which expire at various dates over the next several years and capital loss carryforwards of $51.7 million and $181.2 million, respectively, which expire over the next five years; some foreign NOL carryforwards never expire. In addition, as of September 30, 2025, the Company has unused state and foreign research and development credits of $30.5 million and $0.2 million, respectively, and other credits of $3.7 million which expire at various dates over the next several years.

As of September 30, 2025, and 2024, gross deferred tax assets were $609.4 million and $678.9 million, respectively. The Company has recorded a valuation allowance of $157.1 million and $160.9 million as of September 30, 2025 and 2024, respectively, primarily related to foreign and state net operating loss carryforwards, capital loss carryforwards, tax credits and other deferred tax assets. 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 $452.3 million will be realized and, as such, no additional valuation allowance has been provided. The net decrease in the valuation allowance of $3.8 million is primarily attributable to a decrease in valuation allowances of $5.6 million related to the capital losses, and an increase in valuation allowances on foreign net operating losses and currency translation adjustments of $1.9 million.

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 $1.1 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, 2025, and 2024, the Company had a liability for unrecognized tax benefits, including potential interest and penalties, net of related tax benefit, totaling $144.1 million and $97.9 million, respectively. The gross unrecognized tax benefits as of September 30, 2025 and 2024 were $129.6 million and $81.3 million, respectively, excluding interest, penalties, and related tax benefit. Of the $129.6 million, approximately $125.4 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, 2025	September 30, 2024
	(in millions)	
Balance at the beginning of the year	$ 81.3	$ 62.1
Gross increase in current period's tax positions	9.2	34.5
Gross increase in prior years' tax positions	47.0	13.9
Gross decrease in prior years' tax positions	(6.4)	(20.1)
Decrease due to settlement with tax authorities	—	(7.4)
Decrease due to lapse of statute of limitations	(1.3)	(2.2)
Gross change due to foreign exchange fluctuations	(0.2)	0.5
Balance at the end of the year	$ 129.6	$ 81.3

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, 2025, the accrued interest and penalties were $23.8 million and $3.2 million, respectively, excluding any related income tax benefits. As of September 30, 2024, the accrued interest and penalties were $27.7 million and $3.5 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 12-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 following table sets forth a reconciliation of the denominators of basic and diluted earnings per share:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Denominator for basic earnings per share	132.4	135.5	138.6
Potential common shares	0.9	1.0	1.5
Denominator for diluted earnings per share	133.3	136.5	140.1

16. Other Financial Information

Accrued expenses and other current liabilities consist of the following:

	Fiscal Year Ended	
	September 30, 2025	September 30, 2024
	(in millions)	
Accrued salaries and benefits	$ 727.0	$ 620.4
Accrued contract costs	1,419.0	1,354.7
Other accrued expenses	344.5	410.6
	$ 2,490.5	$ 2,385.7

Accrued contract costs above include balances related to professional liability accruals of $893.7 million and $831.8 million as of September 30, 2025 and 2024, 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, 2025 and 2024. The Company did not have material revisions to estimates for contracts where revenue is recognized using the input method during the twelve months ended September 30, 2025 and 2024. For the year ended September 30, 2025, the Company incurred restructuring and acquisition expenses of $59.4 million, which included labor-related costs of $32.0 million and non-labor costs of $27.3 million, of which $15.0 million was accrued and unpaid at September 30, 2025. For the year ended September 30, 2024, the Company incurred restructuring expenses of $98.9 million, which included labor-related costs of $18.7 million and non-labor costs of $80.2 million, of which $11.9 million was accrued and unpaid at September 30, 2024.

On September 10, 2025, the Company’s Board of Directors declared a quarterly cash dividend of $0.26 per share, which was paid on October 17, 2025 to stockholders of record as of the close of business on October 1, 2025. As of September 30, 2025, accrued and unpaid dividends totaled $37.6 million and were classified within other accrued expenses on the consolidated balance sheet. On November 18, 2025, the Company's Board of Directors declared a quarterly cash dividend of $0.31 per share. The dividend is payable on January 23, 2026 to stockholders of record as of the close of business on January 7, 2026.

17. Reclassifications out of Accumulated Other Comprehensive Loss

The accumulated balances and reporting period activities for the years ended September 30, 2025, 2024 and 2023 related to reclassifications out of accumulated other comprehensive loss are summarized as follows (in millions):

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2022	$ (217.3)	$ (799.3)	$ 36.9	$ (979.7)
Other comprehensive income (loss) before reclassification	(10.9)	59.6	10.7	59.4
Amounts reclassified from accumulated other comprehensive loss	2.2	—	(8.5)	(6.3)
Balances at September 30, 2023	$ (226.0)	$ (739.7)	$ 39.1	$ (926.6)

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2023	$ (226.0)	$ (739.7)	$ 39.1	$ (926.6)
Other comprehensive (loss) income before reclassification	(26.6)	93.2	(10.6)	56.0
Amounts reclassified from accumulated other comprehensive loss	0.6	—	(12.7)	(12.1)
Balances at September 30, 2024	$ (252.0)	$ (646.5)	$ 15.8	$ (882.7)

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2024	$ (252.0)	$ (646.5)	$ 15.8	$ (882.7)
Other comprehensive (loss) income before reclassification	(1.3)	(5.9)	4.8	(2.4)
Amounts reclassified from accumulated other comprehensive loss	1.9	—	(9.8)	(7.9)
Balances at September 30, 2025	$ (251.4)	$ (652.4)	$ 10.8	$ (893.0)

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. The Company's unsecured credit arrangements are used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2025 and 2024, these outstanding standby letters of credit totaled $899.4 million and $934.5 million, respectively. As of September 30, 2025, the Company had $367.4 available under these unsecured credit facilities. 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. 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, 2025, the Company was contingently liable in the amount of approximately $903.8 million in issued standby letters of credit and $5.6 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 and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which the Company indirectly holds an equity interest and has an ongoing capital commitment to fund investments. At September 30, 2025, the Company has capital commitments of $5.1 million to the Fund over the next three years

In addition, in connection with the investment activities of AECOM Capital, the Company provides guarantees of certain contractual obligations, including guarantees for completion of projects, limited debt repayment, environmental indemnity obligations and other lender required guarantees.

In February 2024, the Company was informed of a potential liability as one of the indemnitors on a divested business' surety bonds. The Company does not have sufficient information to determine the range of potential impacts; however, it is reasonably possible that the Company may incur additional costs related to these bonds.

In connection with the resolution of contingencies related to the sale of the civil infrastructure construction business, the Company agreed to act as an additional guarantor on the counterparty's existing debt, which was extended to March 2028.

19. Reportable Segments and Geographic Information

The Company manages its operations under three reportable segments according to their geographic regions and business activities. In identifying its reportable segments, the Company considered the financial information provided to its chief operating decision maker (CODM), who is the chief executive officer. The financial data is organized by geographic region and global business lines. The CODM uses this information to allocate resources and assess the performance of the segments primarily based on revenue less pass-through revenue and attributable earnings before interest, tax, and amortization expense along with forecasts, market activity, and other non-financial information. Information provided to the CODM for purposes of making operating decisions and evaluating segment performance excludes asset-related information. After considering various factors, including the development and utilization of financial data to the CODM, the Company concluded that identifying its operating segments by geography was consistent with the objectives of ASC 280-10. Certain operating segments have been aggregated based on similar characteristics, including long-term financial performance, the nature of services provided, internal process for delivering those services, and types of customers, to arrive at the Company's reportable segments. The Company's Americas reportable segment provides planning, consulting, architectural and engineering design services, and construction management services to public and private clients in the United States, Canada, and Latin America and is comprised of the Design and Consulting Services Americas and Construction Management operating segments. The Company's International reportable segment provides similar professional services to public and private clients in Europe and India, the Middle East and Africa, Asia, and Australia and New Zealand and is comprised of the operating segments in those geographic regions. The Company's AECOM Capital (ACAP) operating segment is its own reportable segment and primarily invests in and develops real estate projects. Certain expenses that are determined to be related to the Company as a whole are not deemed to be part of an operating segment but are reported within Corporate.

The following tables set forth summarized financial information concerning the Company's reportable segments:

Reportable Segments:	Americas	International	AECOM Capital	Total
($ in millions)				
Fiscal Year Ended September 30, 2025:				
Revenue	$ 12,525.9	$ 3,613.2	$ 0.5	$ 16,139.6
Subcontractor and other direct costs	(7,973.7)	(593.1)	—	(8,566.8)
Employee compensation expense	(3,089.4)	(2,286.1)	—	(5,375.5)
Equity in earnings (losses) of joint ventures	15.8	11.8	(0.6)	27.0
Other segment items	(609.7)	(424.4)	(8.9)	(1,043.0)
Earnings before income taxes and amortization	$ 868.9	$ 321.4	$ (9.0)	$ 1,181.3
Fiscal Year Ended September 30, 2024:				
Revenue	$ 12,485.7	$ 3,618.4	$ 1.4	$ 16,105.5
Subcontractor and other direct costs	(8,281.1)	(659.4)	—	(8,940.5)
Employee compensation expense	(2,929.0)	(2,234.4)	(2.7)	(5,166.1)
Equity in earnings (losses) of joint ventures	15.5	13.5	(26.9)	2.1
Other segment items	(514.9)	(427.4)	(12.3)	(954.6)
Earnings before income taxes and amortization	$ 776.2	$ 310.7	$ (40.5)	$ 1,046.4
Fiscal Year Ended September 30, 2023:				
Revenue	$ 10,975.7	$ 3,402.1	$ 0.7	$ 14,378.5
Subcontractor and other direct costs	(7,056.7)	(619.0)	—	(7,675.7)
Employee compensation expense	(2,729.9)	(2,134.5)	(5.9)	(4,870.3)
Equity in earnings (losses) of joint ventures	14.8	9.7	(303.9)	(279.4)
Other segment items	(482.3)	(421.7)	(6.7)	(910.7)
Earnings before income taxes and amortization	$ 721.6	$ 236.6	$ (315.8)	$ 642.4

Other segment items include rent expenses, depreciation, nonoperating income, and a deduction for earnings attributable to noncontrolling interests as well as other costs. The table below reconciles total segment attributable earnings before taxes and amortization to income from continuing operations before taxes:

	Fiscal Year Ended		
	September 30, 2025	September 30, 2024	September 30, 2023
	(in millions)		
Total segment attributable earnings before taxes and amortization	$ 1,181.3	$ 1,046.4	$ 642.4
Corporate general and administrative expenses	(148.9)	(145.1)	(141.0)
Restructuring and acquisition costs	(59.4)	(98.9)	(188.4)
Other income	(2.5)	2.1	(5.3)
Interest income	62.9	58.6	40.3
Interest expense	(184.3)	(185.4)	(159.3)
Amortization expense	(2.2)	(18.8)	(18.6)
Income attributable to noncontrolling interests from continuing operations	68.7	59.3	43.3
Income from continuing operations before taxes	$ 915.6	$ 718.2	$ 213.4

Reportable Segments:	Americas	International	AECOM Capital	Corporate and Assets Held for Sale	Total
			(in millions)		
Fiscal Year Ended September 30, 2025:					
Total assets	$ 7,866.9	$ 2,702.9	$ 41.6	$ 1,588.8	$ 12,200.2
Investments in unconsolidated joint ventures	44.0	56.6	37.5	—	138.1
Depreciation and amortization	(94.3)	(70.8)	—	(10.8)	(175.9)
Fiscal Year Ended September 30, 2024:					
Total assets	$ 7,988.1	$ 2,734.5	$ 53.2	$ 1,285.9	$ 12,061.7
Investment in unconsolidated joint ventures	34.1	61.1	42.9	—	138.1
Depreciation and amortization	(101.6)	(67.2)	—	(10.0)	(178.8)
Fiscal Year Ended September 30, 2023:					
Depreciation and amortization	(100.6)	(67.2)	—	(7.9)	(175.7)

Geographic Information:

Long-Lived Assets	Fiscal Year Ended September 30, 2025	September 30, 2024	September 30, 2023
		(in millions)	
Americas	$ 3,779.2	$ 3,315.3	$ 3,478.5
Europe, Middle East, India, Africa	1,025.5	872.9	803.5
Asia-Australia-Pacific	351.1	370.7	342.3
Total	$ 5,155.8	$ 4,558.9	$ 4,624.3

Long-lived assets consist of noncurrent assets excluding deferred tax assets.

20. Major Clients

No single client accounted for 10% or more of the Company's revenue in any of the past five fiscal years. Approximately 7%, 7%, and 5% of the Company's revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2025, 2024 and 2023, respectively.

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 2025	$ 87.9	$ 18.3	$ (20.6)	$ (0.8)	$ 84.8
Fiscal Year 2024	$ 94.2	$ 30.9	$ (38.7)	$ 1.5	$ 87.9
Fiscal Year 2023	$ 104.0	$ 40.9	$ (50.8)	$ 0.1	$ 94.2

(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 13a-15(e) and 15(d)-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act), were effective as of September 30, 2025 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 13a-15(f) or 15d-15(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, 2025, 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, 2025. 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, 2025 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, 2025 identified in connection with the evaluation required by paragraph (d) of Rules 13a-15 and 15d-15 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

During the quarterly period ended September 30, 2025, no director or officer of the Company adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement as each term is defined in Item 408(a) of Regulation S-K, except as follows:

Name and Title	Date of Adoption of Rule 10b5-1 Trading Plan	Scheduled Expiration Date of Rule 10b5-1 Trading Plan	Aggregate Number of Securities to Be Purchased or Sold
Lara Poloni, President	9/11/2025	12/31/2025	Sale of (i) the number of shares of common stock resulting from the vesting of 10,040 restricted stock awards and accrued dividend equivalents and (ii) the number of shares of common stock resulting from the vesting of Performance Earning Program awards (15,060 shares of common stock at target performance) and accrued dividend equivalents
David Gan, Chief Legal Officer	8/14/2025	02/09/2026	Sale of (i) 6,000 shares of common stock, (ii) the number of shares of common stock resulting from the vesting of 5,976 restricted stock awards and accrued dividend equivalents and (iii) the number of shares of common stock resulting from the vesting of Performance Earning Program awards (8,964 shares of common stock at target performance) and accrued dividend equivalents

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

ITEM 11. EXECUTIVE COMPENSATION

Incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 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 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Incorporated by reference from our definitive proxy statement for the 2026 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2025 year end.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as part of this report:

(1) The Company's Consolidated Financial Statements at September 30, 2025 and 2024 and for each of the three years in the period ended September 30, 2025 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, 2025, 2024 and 2023.

(3) See Exhibits and Index to Exhibits, below.

(b) Exhibits.

Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
3.1	Amended and Restated Certificate of Incorporation of AECOM Technology Corporation.	10-K	3.1	11/21/2011	
3.2	Certificate of Amendment to Amended and Restated Certificate of Incorporation of AECOM Technology Corporation.	S-4	3.2	8/1/2014	
3.3	Certificate of Correction of Amended and Restated Certificate of Incorporation of AECOM Technology Corporation.	10-K	3.3	11/17/2014	
3.4	Certificate of Amendment to the Company's Certificate of Incorporation.	8-K	3.1	1/9/2015	
3.5	Certificate of Amendment to the Company's Certificate of Incorporation.	8-K	3.1	3/3/2017	
3.6	Certificate of Amendment to the Company's Certificate of Incorporation	10-Q	3.6	5/06/2025	
3.7	Third Amended and Restated Bylaws.	8-K	3.1	5/19/2023	
4.1	Form of Common Stock Certificate.	Form 10	4.1	1/29/2007	
4.2	Description of Registrant's Securities.	10-K	4.2	11/19/2020	
4.3	Indenture, dated as of July 22, 2025, by and among AECOM, the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee, including the form of Note as Exhibit A	8-K	4.1	7/2/2025	
4.4	Credit Agreement, dated as of October 17, 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	10.1	10/17/2014	

Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
4.5	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	10.1	7/7/2015	
4.6	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	10.1	12/22/2015	
4.7	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	10.1	9/30/2016	
4.8	Amendment No. 4 to Credit Agreement dated as of March 31, 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	10.1	4/6/2017	
4.9	Amendment No. 5 to Credit Agreement dated as of March 13, 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	10.1	3/14/2018	
4.10	Amendment No. 6 to Credit Agreement, dated as of November 12, 2018, among AECOM, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L.C. Issuer.	10-K	4.21	11/13/2018	
4.11	Amendment No. 7 to Credit Agreement, dated as of January 28, 2020, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A, as administrative agent.	8-K	10.1	2/3/2020	
4.12	Amendment No. 8 to the Credit Agreement, dated as of May 1, 2020, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as of administrative agent.	10-Q	10.3	5/6/2020	
4.13	2021 Refinancing Amendment to Credit Agreement, dated as of February 8, 2021, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as administrative Agent.	10-Q	10.2	2/10/2021	
4.14	Amendment No. 10 to Credit Agreement, dated as of April 13, 2021, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as administrative Agent.	8-K	10.1	4/13/2021	
4.15	Amendment No. 11 to Credit Agreement, dated as of June 25, 2021, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as administrative Agent.	8-K	10.1	6/25/2021	
4.16	Amendment No. 12 to the Credit Agreement, dated as of May 23, 2023, by and among AECOM and Bank of America, N.A., as Administrative Agent.	10-Q	10.1	8/9/2023	

Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
4.17	Amendment No. 13 to Credit Agreement, dated as of May 23, 2023, by and among AECOM and the lenders party thereto, and Bank of America, N.A., as Administrative Agent.	10-Q	10.2	8/9/2023	
4.18	Amendment No. 14 to Credit Agreement, dated as of April 19, 2024, by and among AECOM, the other Borrowers and Guarantors party thereto, the Lenders party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer.	8-K	10.1	4/25/2024	
4.19	Amendment No. 15 to Credit Agreement, dated as of October 29, 2024, by and among AECOM, certain of its subsidiaries as Guarantors, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent.	10-K	4.21	11/19/2024	
10.1#	AECOM Technology Corporation Change in Control Severance Policy for Key Executives.	10-Q	10.1	2/7/2018	
10.2#	Amended and Restated 2006 Stock Incentive Plan.	Schedule 14A	Annex B	1/21/2011	
10.3#	Form of Stock Option Standard Terms and Conditions under 2006 Stock Incentive Plan.	8-K	10.1	12/5/2008	
10.4#	AECOM Amended & Restated 2016 Stock Incentive Plan.	Schedule 14A	Annex B	1/19/2017	
10.5#	Form Standard Terms and Conditions for Non-Qualified Stock Options under the 2016 Stock Incentive Plan.	10-Q	10.6	5/11/2016	
10.6#	Amended and Restated AECOM Executive Deferred Compensation Plan	10-Q	10.3	2/4/2025	
10.7#	AECOM Technology Corporation Executive Incentive Plan.	Schedule 14A	Annex A	1/22/2010	
10.8#	Form of Special LTI Award Stock Option Terms and Conditions under the 2006 Stock Incentive Plan.	8-K	10.2	3/12/2014	
10.9#	AECOM Retirement & Savings Plan (amended and restated effective July 1, 2016).	10-Q	10.1	8/10/2016	
10.10#	AECOM Amended and Restated Employee Stock Purchase Plan.	DEF 14A	Annex A	1/23/2019	
10.11#	AECOM 2020 Stock Incentive Plan.	DEF 14A	Annex A	1/23/2020	
10.12#	Letter Agreement between AECOM and W. Troy Rudd dated June 13, 2020.	10-Q	10.1	8/5/2020	
10.13#	Senior Leadership Severance Plan.	10-Q	10.3	8/5/2020	
10.14#	Form Standard Terms and Conditions for Performance Earnings Program under the 2020 Stock Incentive Plan (Fiscal Year 2023).	10-Q	10.1	2/7/2023	
10.15#	Form Standard Terms and Conditions for Restricted Stock Units under the 2020 Stock Incentive Plan (Fiscal 2023)	10-Q	10.2	2/7/2023	
10.16#	Form Standard Terms and Conditions for Performance Earnings Program under the 2020 Stock Incentive Plan (Fiscal Year 2024).	10-Q	10.1	2/7/2024	
10.17#	Form Standard Terms and Conditions for Restricted Stock Units under the 2020 Stock Incentive Plan (Fiscal 2024)	10-Q	10.2	2/7/2024	

Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
10.18#	Employment Agreement, dated March 1, 2023, by and between AECOM and Lara Poloni.	10-Q	10.1	5/9/2023	
10.19#	Form Standard Terms and Conditions for Performance Earnings Program under the 2020 Stock Incentive Plan (Fiscal Year 2025).	10-Q	10.1	2/4/2025	
10.20#	Form Standard Terms and Conditions for Restricted Stock Units under the 2020 Stock Incentive Plan (Fiscal Year 2025).	10-Q	10.2	2/4/2025	
19.1	Insider Trading Policy.	10-K	19.1	11/19/2024	
21.1	Subsidiaries of AECOM.				X
23.1	Consent of Independent Registered Public Accounting Firm.				X
31.1	Certification of the Company's Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	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
97.1	AECOM Policy for Recovery of Erroneously Awarded Compensation.	10-K	97.1	11/19/2024	
101	The following financial statements from the Company's Annual Report on Form 10-K for the year ended September 30, 2025 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
104	The cover page from the Company's Annual Report on Form 10-K for the year ended September 30, 2025, formatted in Inline XBRL.				X

Management contract or compensatory plan or arrangement.

* Document has been furnished and not filed.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURE

Pursuant to the requirements of Section 13 or 15(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/ GAURAV KAPOOR
Gaurav Kapoor
Chief Financial Officer
(Principal Financial Officer)

Date: November 18, 2025

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.

Signature	Title	Date
/s/ TROY RUDD Troy Rudd	Chairman and Chief Executive Officer (Principal Executive Officer)	November 18, 2025
/s/ GAURAV KAPOOR Gaurav Kapoor	Chief Financial Officer (Principal Financial Officer, Principal Accounting Officer)	November 18, 2025
/s/ BRADLEY W. BUSS Bradley W. Buss	Director	November 18, 2025
/s/ DEREK J. KERR Derek J. Kerr	Director	November 18, 2025
/s/ KRISTY PIPES Kristy Pipes	Director	November 18, 2025
/s/ DOUGLAS W. STOTLAR Douglas W. Stotlar	Director	November 18, 2025
/s/ DANIEL R. TISHMAN Daniel R. Tishman	Director	November 18, 2025
/s/ SANDER VAN'T NOORDENDE Sander van't Noordende	Director	November 18, 2025
/s/ GEN. JANET C. WOLFENBARGER, USAF RET. Gen. Janet C. Wolfenbarger, USAF Ret.	Director	November 18, 2025

EXHIBIT 21.1

AECOM Global, LLC, a Delaware Limited Liability Company
AECOM Global II LLC, a Delaware Limited Liability Company AECOM,
C&E, Inc., a Delaware Corporation
AECOM CM Holdings, Inc.
AECOM Technical Services, Inc., a California Corporation
AECOM USA, Inc., a New York Corporation
AECOM Asia Company Limited*
AECOM Canada Ltd*
AECOM South Africa Group Holdings (Pty) Ltd*
AECOM Design Build Limited*
AECOM Global Ireland Services Limited*
AECOM Infrastructure & Environment UK Limited*
Hunt Construction Group Inc., an Indiana Corporation
URS Holdings, Inc., a Delaware Corporation
URS Corporation, a Nevada Corporation
URS Group, Inc. a Delaware Corporation
URS Corporation—Ohio, an Ohio Corporation
URS Global Holdings Inc., a Nevada Corporation
AECOM Intercontinental Holdings UK Limited*
The Earth Technology Corporation (USA)
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. 333-167047, 333-142070, 333-237237, 333-199453, 333-208964, 333-209890, 333-216442, and 333-230214) pertaining to various stock incentive, purchase and retirement plans of AECOM of our reports dated November 18, 2025, 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, 2025.

/s/ Ernst & Young LLP
Dallas, Texas
November 18, 2025

EXHIBIT 31.1

Certification Pursuant to
Rule 13a-14(a)/15d-14(a)

I, Troy Rudd, certify that:

1. 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 18, 2025

/s/ TROY RUDD

Troy Rudd
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

Certification Pursuant to
Rule 13a-14(a)/15d-14(a)

I, Gaurav Kapoor, certify that:

1. 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 18, 2025

/s/ GAURAV KAPOOR

Gaurav Kapoor
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, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, W. Troy Rudd, Chief Executive Officer of the Company, and Gaurav Kapoor, 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:

1. The Report fully complies with the requirements of Section 13(a) or 15(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/ TROY RUDD

Troy Rudd
Chief Executive Officer
November 18, 2025

/s/ GAURAV KAPOOR

Gaurav Kapoor
Chief Financial Officer
November 18, 2025

Affiliates of AECOM USA, Inc.

Entity Name
AECOM Architects, P.C.
AECOM Argentina S.A.
AECOM C&E, Inc.
AECOM CM Holdings, Inc.
AECOM Design Services, Inc.
AECOM Field Services, LLC
AECOM INGENIERIA S.A. de C.V.
AECOM Louisiana, a Professional Corporation
AECOM Services of DC, LLC
AECOM Services of Illinois, Inc.
AECOM Services of Michigan, Inc.
AECOM Services of Ohio, Inc.
AECOM Services of PA, Inc.
AECOM Services, LLC
AECOM USA, Inc.
ATC Architecture, Inc.
Davis Langdon, Inc.
DEGW North America Limited LLC
DMJM International
Earth Tech Environment & Infrastructure Inc.
Economics Research Associates
EDAW, Inc.
Environmental Management and Planning Solutions, LLC
Grupo Rust International de Venezuela, C.A.
NEWPORT WATER SERVICES LLC
Supervision Infraestructura Aeroportuaria S.A. de C.V.

Subsidiaries of AECOM USA, Inc.

Entity Name
AECOM Architects & Engineers (NJ), Inc.
AECOM CARIBE, L.L.P.
AECOM INGENIERIA S.A. de C.V.
AECOM Libya Housing and Infrastructure, Inc.
AECOM Pacific, Inc.
AECOM USA of Massachusetts, Inc.
AECOM USA of Michigan, Inc.
ATC Architecture, Inc.
Consoer Townsend Envirodyne Engineers of Indiana, Inc.
DIT-Harris, S.A.
DMJM Aviation, Inc.
DMJM, Inc.
DMJM+HARRIS CANADA INC.
Egis-Semaly, Inc.
Frederic R. Harris, Inc.
Lim & Nascimento Engineering Corporation
Material Testing Services, Inc.
Metcalf & Eddy of Ohio, Inc.
P&D Consultants, Inc.
Planeacion de Recursos Cientificos S.A. DE C.V.
The Ellerbe Becket Company, LLC
Urbitran Architectural/Engineering Group, Inc.
Urbitran Architectural/Engineering Group, PLLC

URS Corporation
URS Group, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2026

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-26-27 12 2024

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-0533
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AECOM
AECOM USA, Inc.
605 3rd Avenue, 2nd Floor
New York, NY 10158

COVERAGES **CERTIFICATE NUMBER:** LOS-002436895-39 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	04/01/2026	04/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			[redacted]	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			[redacted]	04/01/2026 04/01/2026	04/01/2027 04/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			[redacted]	04/01/2026	04/01/2027	Per Claim/Agg Defense Included	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract Number: C011506; New York State Department of Environmental Conservation Design-Build Professional Consulting Services Contract

The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Bureau of Contract and Grant Development and Nassau County, and its officers, agents and employees are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

CERTIFICATE HOLDER

Nassau County
and its officers, agents and employees
59-1550 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

Marsh Risk & Insurance Services

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) AECOM USA, Inc. 125 Broad Street, 14th Floor New York, NY 10004 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Public Works 1194 Prospect Avenue Minecia, NY 11501 Contract: S35121-03C	3a. Name of Insurance Carrier ACE American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 04/01/2026 to 04/01/2027 3d. The Proprietor, Partners or Executive Officers are ■ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: JoAnn Reynolds
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 04/10/2026
(Signature) (Date)

Title: Asst. Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 302.476.6807

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

AECOM USA, INC.
605 3RD AVENUE
NEW YORK, NY 10158

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

125 Broad St. 14th Floor
New York, NY 10004

1b. Business Telephone Number of Insured

208-863-2554

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County
59-1550 Franklin Avenue
Mineola, NY 11501

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

[redacted]

3c. Policy effective period

01-01-2026 to 12-31-2026

4. Policy provides the following benefits:

- [X] **A. Both disability and Paid Family Leave benefits.**
- [ ] **B. Disability benefits only.**
- [ ] **C. Paid Family Leave benefits only.**

5. Policy covers:

- [X] **A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.**
- [ ] **B. Only the following class or classes of employer's employees:**

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed **12-04-2025** **By** *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed **By**

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number **Name and Title**

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

[redacted]

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: March 24, 2026

SUBJECT: Authorization to Amend Professional Service Agreement with AECOM
Design-Build Professional Consulting Services for the Bay Park Conveyance Project
DEC Contract No. C011506
Encumbrance No.: CFPW19000031

This Department is requesting approval to amend the existing personal services agreement C011506 with the consulting firm AECOM. The amendment is necessary to continue with the design-related construction services for the above-mentioned project. Additional funds in the amount of $8,523000.00 and a 2-year extension of contract term are being requested under as described below.

At the time the Conveyance Project was conceived, it was determined that the project would benefit in terms of both cost and schedule if the Design Build delivery method was to be utilized. At that time, only the State had the authority to execute Design Build project delivery for public projects, the NYSDEC Project Team in charge of the contract required a consultant to assist them in administering the contract as the Owner's Representative. The Conveyance Project is essentially a County project under a State contract with funding derived from the County. Therefore, the State is executing an amendment for the subject contract, and the County must execute their own amendment to encumber additional funds. This structure was agreed upon by the County and State and formalized by Cooperative Agreement No. CA10732, execute January 11, 2018. The State contract limits the number of the addenda to two (2).

AECOM has been providing project management services for the subject project since December 9, 2019. The initial fee for the contract was $16,630,000.00 and the term was for five years. Addendum 1 extended the contract duration by two (2) years from December 8, 2024 to December 8, 2026; and provided additional funds in the amount of $4,000,000.00. The initial contract was procured by NYSDEC via a qualifications-based process and the price negotiated based on an estimate of hours and specific labor rates and multipliers.

Over the course of the Project, construction delays attributed to the design-builders schedule changes negatively impacted and delayed the Mechanical and Substantial Completion dates. These project delays to the design-builders schedule directly impacted on AECOM's contract requiring full staff levels to continue to assist the State in delivery of the project which resulted in exhausting their budget prior to the expiration of Amendment 1. Although the Mechanical Completion was declared on January 16, 2026, the Substantial and Final Completion dates are being pushed out with each schedule update. The new Final Acceptance date is December 2028.

Due to these delays, AECOM's full staff levels are assumed to be maintained through November 30, 2027, and staffing reductions through December 8, 2028 to provide support through the final completion period, including additional assigned work such as the in pipe testing (Smartball technology) necessary to perform in-service wastewater pipeline leak and air pocket detection tests, outfall inspection, testing and commissioning process. The full staff approach and the new Final Acceptance date of December 2028 provides budget and time contingency since the contract cannot be amended a third time by the State.

Based on the above, AECOM and NYSDEC have requested an adjustment to the contract fee and term based on the noted changes in scope and schedule as per the attached NYSDEC and AECOM correspondence. The Department is in agreement with this request and proposes to execute an amendment to reflect these changes. The additional amount to be encumbered under Amendment No. 2 is $8,523,000.00. The end date of the contract is to be extended by two (2) years from December 9, 2026 to December 9, 2028.

SUBJECT: Authorization to Amend Professional Service Agreement with AECOM
Design-Build Professional Consulting Services for the Bay Park Conveyance Project
DEC Contract No. C011506
Encumbrance No.: CFPW19000031

In summary, the Department desires to increase the contract amount by **$8,523,000.00** to a new maximum contract amount of **$29,153,000.00**; and to extend the term of the agreement by an additional 2 years.

Funding is available under Capital Project S3B116 as part of the Project NYSEFC SRF financing agreement.

Please signify below if you approve or disapprove of our recommendation, after which we will implement the next appropriate Departmental procedures.

Joseph J Pecora P.E.

for Michael Kwaschyn, PE
Commissioner

MK:PA:rp
Attachments
c: Pasquale Assalone, PE, Director of Environmental Engineering
Christopher Vella, Project Manager III
Loretta Dionisio, Assistant to Deputy Commissioner
Eric Mills, Anna Walsh, Hazen/Arcadis JV
Maryanne Dioquino, Hazen/Arcadis JV

APPROVED:

3/25/26
Arthur T. Walsh Date
Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Deputy County Executive

NEW YORK STATE | Department of Environmental Conservation

KATHY HOCHUL
Governor

AMANDA LEFTON
Commissioner

Via Email February 10, 2026

Christopher Vella
Project Manager III
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

RE: Bay Park Conveyance Project (Project)
AECOM Contract No. C011506, Amendment No. 2

Dear Christopher Vella,

This letter is written in response to Nassau County's request for a copy of AECOM's letter requesting this second amendment to the above referenced Contract and to provide further clarification of the Department's rationale for approving the funding and term of this second amendment to the AECOM Contract No. C011506 (the "Contract"). Enclosed please find AECOM's original request for Amendment No. 2 dated October 24, 2025.

AECOM's letter explains the basis of the cost estimate of the first amendment to its Contract and how it will be exhausted prior to its expiration in December 2026. It is important to note that at the time AECOM submitted its request, UCD No. 33 Mechanical Completion, had not been issued nor contemplated. Further, the Department recognizes that based upon monthly schedule updates from the Design Builder where the Mechanical Completion and Substantial Completion milestones were being pushed out further each month, it was necessary to work backwards from the new Final Acceptance date (December 2028) to estimate how long full capacity support by AECOM would be necessary under the hypothetical that the full two year extension would be necessary, plus the estimated cost of implementing the Smartball technology through the conveyance pipe. This methodology provides greater assurance that sufficient capacity is in place regardless of design-builder delays.

In addition to the summary in my January 23rd letter, the Department offers the following to further explain the increased cost of Amendment No. 2. To understand the increase in cost it is important to recognize why the assumptions in the first two budgets did not match the actual project delivery conditions. The base contract budget as well as the Amendment No. 1 budget assumed that Mechanical Completion would be achieved in accordance with the Design-Builder's schedule. More importantly, it assumed that as of Mechanical Completion most submittals and all major construction activities outside minor restoration efforts would be complete. In both instances the date of the previously assumed Mechanical Completion date had passed, but the Design-Builder was still far from achieving Mechanical Completion or scaling back the workload that the Owners'

Representative must review, oversee, coordinate, inspect or otherwise dedicate effort towards.

Amendment #2 is based upon experience from the project over the past five years and knowledge of the outstanding work. Although Mechanical Completion was declared on January 16, 2026, we know that a minimum of 150 submittals from the Design Builder are outstanding. Presently, there are no approved O&M manuals, training materials, as-built drawings, warranties, or closed permits. There also remains physical work by the Design Builder required at both plants and multiple locations along the alignment; and significant testing needs to be performed. With the abundance of work remaining to be performed by the Design Builder, including Extra Work which has yet to begin, AECOM, as Owners' Representative, needs to maintain current staffing levels. While the project schedule may currently project a Substantial Completion date in July of 2026, each monthly schedule submission has delayed that date.

The proposed budget in Amendment No. 2 forecasts full staffing levels remain through November 30, 2027, and staffing reductions through December 8, 2028. The first rationale to these durations is the explicit and limited Contract allowance of one additional two-year extension (i.e.: the Contract cannot be amended a third time). By exercising the maximum duration of full staffing levels, it provides sufficient budget to account for additional assigned work such as the Smartball technology test, outfall inspections, or other necessary services we may encounter through the testing and commissioning process. While the timeline may seem excessive, unforeseen conditions, design changes, and contractor delays have frequently delayed anticipated completion dates.

The proposed timeline and budget allow AECOM to accommodate those delays without the need for another amendment as well as address any services allowable under the contract but not anticipated at this time. It is very important to note that this is not a lump sum fee but rather a Maximum Allowable Price. Only services required, under the duration necessary, will be billed. It is our full intent to complete the project as soon as possible and only bill the minimum necessary under this agreement to complete the project and close the contract.

In consideration of the above and my previous letter, I hereby continue to confirm that Amendment No. 2 for C015506 as presented to Nassau County is necessary and consistent with the Cooperative Agreement executed between NYSDEC and Nassau County to support the Bay Park Conveyance Project in accordance with the requirements of the Agreement between NYSDEC and Nassau County, DEC Index No: CO 1-20170626-244.

If you should have any additional questions regarding this Amendment No. 2, please feel free to contact me at Andrew.Fera2@dec.ny.gov.

Sincerely,

Andy Fera

Andy Fera, P.E.
Project Director

W/encl.

ec: Serge Nepo, Colleen Mullaney-Westfall - NYSDEC
Aimee Boulet, Marc Gluberman – Owner's Representative
Jane Houdek - Nassau County
Maryanne Dioquino, Eric Mills – PMJV

AECOM
605 Third Avenue
New York, NY 10158
www.aecom.com

October 24, 2025

Mr. Andy Fera, P.E.
Project Director
New York State Department of Environmental Conservation
Office of Water Resources, Deputy Commissioner
625 Broadway, 14th Floor
Albany, New York 12233-1010

Subject: DEC Contract No. C011506; County No. 19000031
Design-Build Professional Consulting Services for the Bay Park Conveyance Project
Request for Contract Amendment No. 2

Dear Mr. Fera:

Following our discussions with DEC, we are submitting a Request for Contract Amendment No. 2 for DEC Contract No. C011506 for review and approval. This Amendment proposes an increase in the budget by $8,523,000 and a two-year extension of the Contract. In accordance with Article 2 of the Contract, which allows for the option to extend the term for up to two consecutive two-year periods (totaling four years) if the DEPARTMENT deems such continuation necessary, AECOM is requesting the second two-year contract extension. The first extension was approved under Amendment No. 1 and extended the contract from December 8, 2024 to December 8, 2026. This second request will extend the contract to December 8, 2028.

Background and Rationale:
On March 12, 2025, the New York State Comptroller approved Contract Amendment No. 1 for DEC Contract No. C011506. Initially signed by AECOM on May 28, 2024, Amendment No. 1 was based on Schedule Update 37, which established Project Mechanical Completion Date of January 7, 2025. It should be noted that Amendment No. 1 assumed that AECOM would begin scaling back key resources on January 7, 2025, upon the Project achieving Mechanical Completion. However, the delays in achieving Mechanical Completion, as reflected in subsequent Contactor schedule updates, necessitated that AECOM maintain current staffing levels to support ongoing Project requirements.

Following Schedule Update 42 which revised the Project Mechanical Completion Date to May 16, 2025, Amendment No. 1 was re-signed by AECOM on November 12, 2024. Despite these updates, the monthly Schedule Updates provided by the Design-Builder have continued to shift the Mechanical Completion milestone. These project delays to the design-builders schedule directly impact AECOM's contract as our staff continue to assist the Department in delivery of the project. Our latest assessments, based on progress through late October 2025, forecast Mechanical Completion by July 2027 with Final Acceptance in April 2027. While we strive to complete the project as soon as possible, the project's critical path continues to be delayed due to the design-builders slow progress with Rockwell Automation regarding the removal of Variable Frequency Drive interlocks.

Resource and Cost Allocation:
On May 30, 2025, DEC approved a Funding Distribution for Amendment No. 1 based on AECOM's May 27, 2025 Budget Distribution Letter. That Letter confirmed the allocation of key staff resources necessary to support reaching the Mechanical Completion Milestone. However, the projected supporting costs are

expected to exhaust the Amendment No. 1 budget by March 30, 2026, necessitating additional funding. The proposed resource allocation for Amendment No. 2 maintains the current resource levels.

Project Delays and Revised Schedule:
The Mechanical Completion date now significantly exceeds the Milestone Date considered during the preparation of Amendment No. 1. Ongoing delays due to existing conditions, contractor delays, and start-up challenges have contributed to the current situation. AECOM has therefore adopted a conservative approach to project scheduling. We now anticipate the following timeline leading to contract closeout.

- A 6-month period from Mechanical Completion to Substantial Completion.
- A subsequent 3-month period from Substantial Completion to Final Acceptance.
- An additional 3-month period from Final Acceptance to Contract Closeout.

Under these assumptions, the latest feasible date for Mechanical Completion is December 8, 2027, with Contract Closeout forecast by December 8, 2028. Since Contract Amendment No. 1 is set to expire on December 8, 2026, a two-year contract extension will be required.

Role	**Key Staff**	***FTE through Mechanical Completion***	***FTE from Mechanical Completion to Substantial Completion***	***FTE from Substantial Completion to Final Acceptance***	***FTE from Final Acceptance to Contract Closeout***
	Start	*4/1/2026*	*12/1/2027*	*6/1/2028*	*9/1/2028*
	End	*11/30/2027*	*5/31/2028*	*8/31/2028*	*12/8/2028*
AECOM					
Senior Program Engineer	Aimee Boulet	0.25	0.25	0.25	0.25
Project Controls/Claims	Ron Pelekanos	0.80	0.80	0.80	0.50
Project Deputy Engineer	Marc Gluberman	1.00	1.00	1.00	0.50
Construction Quality Manager	Richard Redmond	1.00	0.75	0.10	-
Staff Engineer	Purnima Prasad	1.00	1.00	0.50	0.25
Submittals Reviewer	Eric Janssen	1.00	1.00	0.50	0.25
Inspector	Michael Cronan	1.00	1.00	-	-
Scheduler	Jaechul Kim	0.20	0.20	0.20	0.05
Permitting, Doc Mgmt, EH&S	Guire, Rupp, Renzi	0.20	0.20	0.20	0.05
Technical Leads	SMEs	0.01	0.01	0.01	0.05

Role	Key Staff	*FTE through Mechanical Completion*	*FTE from Mechanical Completion to Substantial Completion*	*FTE from Substantial Completion to Final Acceptance*	*FTE from Final Acceptance to Contract Closeout*
	Start	*4/1/2026*	*12/1/2027*	*6/1/2028*	*9/1/2028*
	End	*11/30/2027*	*5/31/2028*	*8/31/2028*	*12/8/2028*
SUBS					
Compliance Oversight	Amber Vasquez (NOVA)	1.00	0.75	0.50	0.25
Inspector	Sandro Delemas (NOVA)	1.00	0.75	0.10	-
Public Outreach	Eric Wisnom (CALLADIUM)	0.60	0.10	-	-
	FTE =	**9.06**	**7.81**	**4.16**	**2.15**
	Phase Costs	***$6,009,000***	***$1,630,000***	***$447,000***	***$237,000***

Resource and Cost Allocation:
The cumulative labor costs for AECOM and its subconsultants amount to $8,323,000 for the Amendment 2 period. Additionally, deployment of Smartball technology is necessary to perform in-service wastewater pipeline leak and air pocket detection. The estimated cost for the free-swimming inspection platform and associated field oversight is $200,000, for a total Amendment No. 2 value of $8,523,000.00. The Amendment 2 resourcing is based on maintaining the current level of resources that have been integral over the past year, without increasing staffing levels. AECOM will continue to re-evaluate resource needs as the project progresses towards completion to provide alignment with evolving workload requirements. If the project does not experience continued significant delays, it is forecasted that there will be an excess of funds under the Maximum Allowable Price structure, and such excess will not be billed. AECOM is committed to providing only the necessary resources to complete the Bay Park Conveyance Project.

Conclusion:
In summary, Contract Amendment No.2 consists of a two-year extension and a $8,523,000 modification to DEC Contract No. C011506. Exercising this final two-year amendment, with the assumptions outlined herein, is provides sufficient funding for Owner's Representative services, with no additional amendments or funding requests anticipated in the coming year. We welcome the opportunity to discuss this proposal further and appreciate your consideration of our request.

Sincerely,

Paul F. Storella, P.E
AECOM *Senior Vice President*

cc: C. Mullaney-Westfall (NYSDEC)
A. Boulet, M. Gluberman (AECOM)

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

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

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring inthe workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

AECOM USA, Inc.	March 18, 2026
Applicant Name	**Date**
John DiChello	
Authorized Representative (printed name)	**Authorized Representative (signature)**

Certified: 02/10/2025 02:59PM--
HENAYATIAN

E-206-24

Filed with the Clerk of the Nassau County
Legislature: 12/02/2024 03:37PM

NIFS ID: CLPW24000019

Capital: **X**

Contract ID #: **CFPW19000031**

NIFS Entry Date: **10/24/2024**

DPW Contract Number: **C011506**

Department: Public Works

Service: **Western Bays - Bay Park Conveyance Project DEC Contract C011506**

Term: **Extending the end date of the Contract by a two-year period such that the Contract will terminate and expire seven years from the effective date, which extends the expiration date from December 8, 2024, to December 8, 2026.**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **AECOM USA, Inc.**	ID#: [redacted]
Main Address: **200 BROADHOLLOW RD MELVILLE, NY 11747** Contract Specific Address: **For Remittance: AECOM USA Inc. 1178 Paysphere Circle Chicago, IL 60674-0011**	
Main Contact: **Abby Bass**	
Main Phone: **(407) 212-2719**	

Department:
Contact Name: **Christopher Vella**
Address: **NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793**
Phone: **(516) 571-7523**
Email: **awalsh@hazenandsawyer.com,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov**

Contract Summary

Purpose: This is an Amendment to Professional Services Agreement with AECOM to continue Professional Services for the Bay Park Conveyance Project DEC Contract No. C011506.

Procurement History: The initial contract was procured by NYSDEC via a qualifications-based process. NYSDEC - as memorialized in the Cooperative Agreement - has determined the best and most cost-effective delivery method for constructing the Conveyance Project is the Design/Build (D/B) method. As NY State law does not give the County the option of procuring a D/B contractor, the County, through a triparty agreement, utilized the D/B procurement option provided to NYSDEC by the New York State Legislature.

Description of General Provisions: The Bay Park Conveyance Project will eliminate the discharge of treated wastewater effluent into Reynolds Channel by diverting this effluent to the Cedar Creek Ocean outfall pipe. Previous engineering analyses found the existing Cedar Creek Outfall has adequate capacity under nearly all flow conditions to assume the Bay Park effluent. Additionally, past studies have concluded that the conveyance of effluent to Cedar Creek is both a cost and time savings as compared to the construction of a new ocean outfall for Bay Park. Finally, a 2016 engineering evaluation has confirmed that the utilizing existing out of-service infrastructure - constructed to supp lying water to Brooklyn - is a viable cost-effective asset for the Conveyance Project. Currently, the County's engineering consultant, WSP, is providing the preliminary engineering and environmental work for the Conveyance Project.
This amendment provides two-year extension of time and additional funds.

Impact on Funding / Price Analysis: The additional amount to be encumbered under Amendment No. 1 is $4,000,000.00. The original contract amount of $16,630,000.00 will be increased to $20,630,000.00. Funding is available under Capital Project No. S3B116.

Change in Contract from Prior Procurement: Extension of time and additional funds.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 11/05/2019

Original procurement method: The initial contract was procured by NYSDEC via Qualifications Based Selection.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CD2			00	PWCD2CD2	00003	PWCD2CD2 00003 3B116 004	01	$4,000,000.00
						TOTAL		**$4,000,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$4,000,000.00
Other	$0.00
Total	**$4,000,000.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	10/24/2024 02:46PM	Approved
NIFS Final Approval	Christopher Yansick	10/24/2024 03:03PM	Approved
Final Approval	Christopher Yansick	10/24/2024 03:03PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	10/24/2024 03:04PM	Approved
Final Approval	Christopher Yansick	10/24/2024 03:04PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	10/29/2024 08:36AM	Approved
RE & Insurance Verification	Grady Farnan	10/24/2024 04:12PM	Approved
NIFS Approval	Mary Nori	11/08/2024 12:44PM	Approved
Final Approval	Mary Nori	11/08/2024 12:44PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	10/24/2024 03:23PM	Approved
NIFA Approval	Christopher Nolan	11/07/2024 01:54PM	Approved
Final Approval	Christopher Nolan	11/07/2024 01:54PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	11/26/2024 12:35PM	Approved
DCE Compliance Approval	Robert Cleary	11/26/2024 12:35PM	Approved
Vertical DCE Approval	Arthur Walsh	12/02/2024 04:01PM	Approved
Final Approval	Arthur Walsh	12/02/2024 04:01PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	12/02/2024 04:11PM	Approved

Legislature			
Final Approval	Halle Gigante	12/18/2024 01:49PM	Approved
Comptroller			
Claims Approval	Joseph Marcinek	01/14/2025 05:46PM	Approved
Legal Approval	Charlie Casolaro	01/15/2025 10:27AM	Approved
Accounting / NIFS Approval	Michael Cohen	01/15/2025 11:06AM	Approved
Deputy Approval	Beaumont Jefferson	01/17/2025 05:12PM	Approved
Final Approval	Beaumont Jefferson	01/17/2025 05:12PM	Approved
NIFA			
NIFA Approval	Martha Worsham	01/23/2025 09:28AM	Approved
Legislative Affairs			
Contract Sent for Certification	Eleftherios Sempepos	02/10/2025 02:47PM	Approved
Clerk of Legislature Certification			
Clerk of Legislature Certification	Helen Enayatian	02/10/2025 02:59PM	Approved

RULES RESOLUTION NO. – 2024

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 AECOM USA, INC.

WHEREAS, the County has negotiated a personal services agreement with AECOM USA, Inc., to provide the County with treated wastewater diversion services, 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 agreement with AECOM USA, Inc.

Business Unit: DEC01
Department ID: 3350000

Contract Number: C011506
Amendment Number: 1

AMENDMENT TO NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION DESIGN-BUILD PROFESSIONAL CONSULTING SERVICES CONTRACT between **AECOM USA. Inc. NASSAU COUNTY AND STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

THIS AMENDMENT, entered into by and between the State of New York Department of Environmental Conservation (hereinafter referred to as "DEPARTMENT"), having offices at 625 Broadway, Albany, New York 12233; Nassau County (hereinafter referred to as "COUNTY"), a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501; and AECOM USA, Inc. (hereinafter referred to as "CONSULTANT" or "CONTRACTOR"), having offices at 125 Broad St., 14th Floor, New York, New York 10004 (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the parties entered into a prior Contract which was duly assigned Contract Number C011506 (the "Contract") which said Contract the parties now desire to amend and extend;

WHEREAS, the DEPARTMENT and the COUNTY entered into a cooperative agreement to carry out the joint delivery of a project to divert treated wastewater from the Bay Park Wastewater Treatment Plant (now known as the South Shore Water Reclamation Facility) to the Cedar Creek Wastewater Treatment Plant's (now known as the Cedar Creek Water Pollution Control Plant's) ocean outfall (the "Project");

WHEREAS, through the Contract, the DEPARTMENT retained Professional Consulting Services through an expert engineering firm to assist in the management of the procurement, design, and construction of the Project using a Design-Build approach pursuant to the Infrastructure Investment Act (Part F of Chapter 60 of the Laws of 2015, as amended by Part RRR of Chapter 59 of the Laws of 2017 and Part WWW of Chapter 59 of the Laws of 2019);

WHEREAS, the Contract included a Maximum Amount Payable (MAP) of $16,630,000.00 to the CONSULTANT in Article 6. Any increase to the MAP requires written amendment. Additionally, the Contract term terminates and expires on December 8, 2024 per Article 2, with an option for the Parties to extend the term up to two consecutive two-year periods (totaling four years) if the DEPARTMENT deems necessary through the period of completion of related construction contracts, and provided there is a written amendment;

WHEREAS, the Design-Build Contract D011883 is necessarily being amended to extend the Final Acceptance Date as a result of numerous delays in design, construction, and equipment and materials delivery;

WHEREAS, with the extension of the Design-Build Contract, the DEPARTMENT seeks amendment and extension to the Contract for continued services from CONSULTANT for expert engineering management of design, construction, and final Project close-out in accordance with the Contract's Attachment 1 – Scope of Services.

WHEREAS, the Contract provides for amending the Contract in Article 35 and extending the Contract in Article 2.

NOW THEREFORE, the parties hereto agree as follows:

1. Article 2. TERM. is revised by extending the end date of the Contract by a two-year period such that the Contract will terminate and expire seven years from the effective date, which extends the expiration date from December 8, 2024 to December 8, 2026.

2. Article 6. PAYMENT. is revised to increase the MAP under this Contract by $4,000,000.00 for a new MAP of $20,630,000.00.

3. Exhibit A, Specific Hourly Rates is supplemented with the attached Exhibit A, Specific Hourly Rates for 2025 and 2026.

4. Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee is supplemented with the attached Exhibit B, Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee for 2025 and 2026.

5. Appendix A, Standard Clauses for NYS Contracts, dated January 2014 is hereby deleted, and Appendix A, Standard Clauses for NYS Contracts, dated June 2023 is attached hereto.

6. Nassau County Zero Tolerance Policy and Code of Ethics Items 7. (a), (b), and (c) are attached hereto and incorporated into the Contract.

7. All other terms and conditions of Contract Number C011506, as amended will remain in full force and effect.

Business Unit: DEC01
Department ID: 3350000

Contract Number: C011506
Amendment Number: 1

SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

Department Certification "In addition to the acceptance of this Contract Amendment, I also certify that original copies of this signature page will be attached to all other exact copies of the subject Contract."

NASSAU COUNTY SIGNATURE
By:
Print Name: ARTHUR T. WALSH ~~Chief Deputy County Executive~~
Title: 2-7-25
Dated:

DEPARTMENT SIGNATURE
By: Katherine Calogero
Print Name: Katherine Calogero
Title: Director Fiscal Management
Dated: 2/27/25

CONSULTANT SIGNATURE
By:
Print Name: Paul F. Storella, PE
Title: Senior Vice President
Dated: November 12, 2024

ATTORNEY GENERAL'S SIGNATURE
Approved as to Form:
Dated:

COMPTROLLER'S SIGNATURE
Approved: Thomas P. DiNapoli State Comptroller
Dated:

APPROVED
DEPT. OF AUDIT & CONTROL

Mar 11 2025
Lindsay Carswell

FOR THE STATE COMPTROLLER

Business Unit: DEC01
Department ID: 3350000

Contract Number: C011506
Amendment Number: 1

Consultant (AECOM USA) Acknowledgement

State of New York)

) ss.:

County of Nassau)

On the 12th day of November in the year 2024, before me, the undersigned notary public, personally appeared Paul F. Storella, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Carol Kates Notary Public

Carol M. Kates
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA0016408
Qualified in Nassau County
Commission Expires 11/15/2027

Nassau County Acknowledgement

State of new york)

) ss.:

County of nassau)

On the 7 day of february in the year 2025, before me, the undersigned notary public, personally appeared Arthur T Walsh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2025

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Aaron Rupp	Project Control				
Addyson Lyons	Roadway/Transportation Engineering				
Aimee Boulet	Deputy Project Manager				
Chris Macey	SME Pipeline Rehab				
Eric Janssen	SME Electrical Engineering				
Erin Guire	Permit Advisor				
Farhan Haddad	Procurement Advisor				
Guru Panda	Geotechnical Engineering Support				
Irwan Halim	Design Quality Management				
Jacob (Jake) Williamson	Roadway/Transportation Engineering				
Jaechul Kim	Scheduling P6 Subject Matter Expert				
James Fuchs	Program Deputy				
James Thompson	SME Mechanical				
Kancheepuram N Gunalan	Project Manager				
Lawrence Pendergast	SME Instrumentation & Controls				
Marc Gluberman	Deputy Project Manager				
Michael Cronan	Field Oversight (Commiss. Lead)				
Nausherwan Hasan	Civil/Structural Engineer				
Niels Benavides	Senior Architect				
Paige Williams	Kahua (PMIS) Implementation				
Paul Nicholas	SME Microtunnels				
Purnima Prasad	Project Engineer				
Richard Redmond	Construction Quality Management				
Richard Renzi	EH&S Manager				
Sandra Somwaru	Administration				
Tina Hu	Project Engineer				
William Tuccillo	SME Electrical				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

**Billable Rates are capped at $325 per hour.

***Billable Rate for Kancheepuram Gunalan is in accordance with the Post Notice to Proceed Award Resource Plan.

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2026

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Aaron Rupp	Project Control				
Addyson Lyons	Roadway/Transportation Engineering				
Aimee Boulet	Deputy Project Manager				
Chris Macey	SME Pipeline Rehab				
Eric Janssen	SME Electrical Engineering				
Erin Guire	Permit Advisor				
Farhan Haddad	Procurement Advisor				
Guru Panda	Geotechnical Engineering Support				
Irwan Halim	Design Quality Management				
Jacob (Jake) Williamson	Roadway/Transportation Engineering				
Jaechul Kim	Scheduling P6 Subject Matter Expert				
James Fuchs	Program Deputy				
James Thompson	SME Mechanical				
Kancheepuram N Gunalan	Project Manager				
Lawrence Pendergast	SME Instrumentation & Controls				
Marc Gluberman	Deputy Project Manager				
Michael Cronan	Field Oversight (Commiss. Lead)				
Nausherwan Hasan	Civil/Structural Engineer				
Niels Benavides	Senior Architect				
Paige Williams	Kahua (PMIS) Implementation				
Paul Nicholas	SME Microtunnels				
Purnima Prasad	Project Engineer				
Richard Redmond	Construction Quality Management				
Richard Renzi	EH&S Manager				
Sandra Somwaru	Administration				
Tina Hu	Project Engineer				
William Tuccillo	SME Electrical				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

**Billable Rates are capped at $325 per hour.

***Billable Rate for Kancheepuram Gunalan is in accordance with the Post Notice to Proceed Award Resource Plan.

Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2025

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime rate
Carol Ruiz	Document Control	NOVA	[redacted]			
Jeff Hayduk	CM Field Oversight	HAYDUK				
Eric Wisnom	Junior Environmental Planner	CALLADIUM				
Leslie Mesnick	Senior Project Manager	CALLADIUM				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2026

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime rate
Carol Ruiz	Document Control	NOVA	[redacted]			
Jeff Hayduk	CM Field Oversight	HAYDUK				
Eric Wisnom	Junior Environmental Planner	CALLADIUM				
Leslie Mesnick	Senior Project Manager	CALLADIUM				

*The Multiplier is subject to change pursuant to Article 6 of this Agreement.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a 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 contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a 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; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the 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, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Nassau County Zero Tolerance Policy and Code of Ethics

7. Compliance with Law.

(a) 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.

(b) 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.

(c) 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 acknowledgements 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

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.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of Water Resources, Deputy Commissioner
625 Broadway, 14th Floor, Albany, New York 12233-1010
P: (518) 402-2794 I F: (518) 402-8541
www.dec.ny.gov

December 27, 2019

Kenneth Arnold, P.E.
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

RE: AECOM Contract No. C011506 for Professional Services for the Bay Park Conveyance Project – Fully Executed

Mr. Arnold, Ken –

Enclosed please find one fully executed copy of the AECOM Contract No. C011506 for Professional Services for the Bay Park Conveyance Project for Nassau County's records. I will email you an electronic version once it has been scanned. If you need an additional copy, please let me know.

Sincerely,

Susan D. McCormick

Susan D. McCormick, P.E.
Project Director
Bay Park Conveyance Project

Enclosure

NIFS ID:CFPW19000031 Department: Public Works

Capital: X

SERVICE: Western Bays-Bay Park Conveyance Project

Contract ID #:CFPW19000031 NIFS Entry Date: 21-AUG-19 Term: from to

New
Time Extension:
Addl. Funds:
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: **AECOM USA**	Vendor ID#[redacted]
Address: 125 Broad Street 14th Floor New York, New York, 10004	Contact Person: Arielle Zauck
	Phone: (212) 984-7306

Department:
Contact Name: Kenneth Arnold
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: 516-571-9607

Routing Slip

Department	**NIFS Entry: X**	**22-AUG-19 -- LDIONISIO**
Department	**NIFS Approval: X**	**22-AUG-19 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**22-AUG-19 -- RDALLEVA**
OMB	**NIFA Approval: X**	**22-AUG-19 -- CNOLAN**
OMB	**NIFS Approval: X**	**22-AUG-19 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**23-AUG-19 -- AAMATO**
County Atty.	**Approval to Form: X**	**22-AUG-19 -- DGRIPPO**
CPO	**Approval: X**	**23-AUG-19 -- KOHAGENCE**

DCEC	**Approval: X**	**23-AUG-19 -- JCHIARA**
Dep. CE	**Approval: X**	**23-AUG-19 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**30-AUG-19 -- JSCHANTZ**
Legislature	**Approval: X**	**12-SEP-19 -- LVOCATURA**
Comptroller	**Deputy: X**	**02-OCT-19 -- JSCHOEN**
NIFA	**NIFA Approval: X**	**16-OCT-19 -- CDREYER**

Contract Summary

Purpose: The Department, working with New York State Department of Environmental Conservation (NYSDEC) is moving forward with multiple Western Bays initiatives aimed at improving water quality and increasing marsh density resulting in improved storm buffering function of the Bay. This work is predicated in the two December 2017 agreements between the County and NYSDEC; the Bay Park Agreement and the Cooperative Agreement. These agreements define various projects - including the Bay Park Conveyance Project - that once implemented will improve the water quality of the Western Bays; particularly Reynolds Channel.

Method of Procurement: In order to realize the drastic Western Bays improvement as expeditiously as possible, NYSDEC - as memorialized in the Cooperative Agreement - has determlined the best and most cost-effective delivery method for constructing the Conveyance Project is the Design/Build (D/B) method. As NY State law does not give the County the option of procuring a D/B contractor, the County, through a triparty agreement, will utilize the D/B procurement option provided to NYSDEC by the New York State Legislature.

Procurement History: N/A

Description of General Provisions: The Bay Park Conveyance Project will eliminate the discharge of treated wastewater effluent into Reynolds Channel by diverting this effluent to the Cedar Creek ocean outfall pipe. Previous engineering analyses found the existing Cedar Creek Outfall has adequate capacity - under nearly all flow conditions -to assume the Bay Park effluent. Additionally, past studies have concluded that the conveyance of effluent to Cedar Creek is both a cost and time savings as compared to the construction of a new ocean outfall for Bay Park. Finally, a 2016 engineering evaluation has confirmed that the utilizing existing out-of-service infrastructure - constructed to supp lying water to Brooklyn - is a viable cost-effective asset for the Conveyance Project. Currently, the County's engineering consultant, WSP, is providing the preliminary engineering and environmental work for the Conveyance Project.

Impact on Funding / Price Analysis: The cost for the OA Contract is not to exceed $16,630,000. This will be funded from Capital Project 3B116. There is currently adequate appropriation in this capital project which is associated with the New York State Environmental Facilities Project Finance Agreement (SRF Project No. Cl-5146-4375).

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Aprrove as submitted.

Advisement Information

BUDGET CODES	
Fund:	PWCD2CD2
Control:	3B
Resp:	116
Object:	00003

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCD2CD2\3B116\ 00003	$ 16,630,000.00
		$ 0.00

Transaction:	CF
Project #:	3B116
Detail:	004

RENEWAL	
% Increase	
% Decrease	

Federal	$ 0.00
State	$ 0.00
Capital	$ 16,630,000.00
Other	$ 0.00
TOTAL	**$ 16,630,000.00**

		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 16,630,000.00

RESOLUTION NO. 158– 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DESIGN-BUILD PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND AECOM USA, INC. IN RELATION TO THE BAY PARK DIVERSION PROJECT.

APPROVED AS TO FORM
Deputy County Attorney

Passed by Nassau County Legislature on
9/9/19 A voice vote was taken with 18
Legislators present.
Voting: aye 18, nay 0, abstained 0, recused 0
Became an resolution on 9/10/19
With the approval of the Deputy County
Executive acting for the County Executive

WHEREAS, the New York State Department of Environmental Conservation ("DEC") is authorized to enforce the environmental laws of New York State pursuant to Environmental Conservation Law ("ECL"), Title 6 of the Official Compilation of the Codes, Rules and Regulations of the State of New York ("6 NYCRR"), and orders and permits issued thereunder;

WHEREAS, Nassau County (the "County") is a municipal corporation of the State of New York, having offices at 1550 Franklin Avenue, Mineola, New York. The County Department of Public Works is an agency of Nassau County. The County owns and is responsible for the County's municipal wastewater treatment plants, including the Sewage Treatment Facility at Bay Park ("Bay Park WWTP") and the Wastewater Pollution Control Plant at Cedar Creek ("Cedar Creek WWTP");

WHEREAS, DEC and the County entered into an administrative Order on Consent dated June 29, 2011 (Case No. R1-2100517-46) (the "2011 Order") addressing violations of the County's State Pollutant Discharge Elimination System ("SPDES") permit, and requiring the County to perform operational and repair work on settling tanks, prepare an infrastructure assessment plan for the wastewater treatment infrastructure, submit a process flow diagram identifying the replacement of certain equipment, and complete an environmental benefit project for a feasibility study, among other requirements. The County has completed many of the tasks required by the 2011 Order;

WHEREAS, DEC and the County entered into an administrative consent agreement in December 2017 (such agreement, the "Bay Park Agreement"), including the Cooperative

Agreement incorporated into the Bay Park Agreement as Exhibit 1, to modify and replace the 2011 Order, and to identify and incorporate the uncompleted tasks required by the 2011 Order, as well as additional work, including the Bay Park Diversion Project, to repair, rebuild and create resiliency at the Bay Park WWTP;

WHEREAS, the Bay Park Diversion Project will eliminate the discharge of treated wastewater effluent from the Bay Park WWTP into Reynolds Channel by diverting the effluent to the Cedar Creek WWTP, and then through the ocean outflow pipe and into the ocean;

WHEREAS, in accordance with the provisions of the Bay Park Agreement and the Cooperative Agreement, the County and DEC agree that the most efficient method to accomplish the Bay Park Diversion Project is through the authority of the DEC under the Infrastructure Investment Act (Part F of Chapter 60 of the laws of 2015 as amended), allowing the Department to utilize design-build contracts for capital projects relating to the states physical infrastructure to correct health and safety defects;

WHEREAS, the County and DEC are authorized, pursuant to Article 9, Section 1 of the New York State Constitution, to enter into inter-governmental agreements; and

WHEREAS, the County and DEC are mutually interested in proceeding with the Bay Park Diversion Project and additional work in accordance with the Bay Park Agreement and Cooperative Agreement, and, in furtherance thereof, the County and DEC have negotiated a tri-party design-build professional consulting services contract (the "Services Contract") with AECOM USA, Inc., a copy of which agreement is on file with the Clerk of the Legislature.

NOW, THEREFORE, be it

RESOLVED, that the Nassau County Legislature hereby authorizes the County Executive to execute the Services Contract.

APPROVED
Helena Williams
for County Executive
DATE 9/10/19

10.

NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DESIGN-BUILD PROFESSIONAL CONSULTING SERVICES CONTRACT
CONTRACT NO. C011506

THIS AGREEMENT (the "Agreement"), entered into on the EFFECTIVE DATE as defined below, is among the New York State Department of Environmental Conservation (hereinafter referred to as the "DEPARTMENT"), having offices at 625 Broadway, Albany, New York 12233, Nassau County (hereinafter referred to as the "COUNTY"), a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, and AECOM USA, Inc. (hereinafter referred to as "CONSULTANT" in the body of the Agreement, the Attachments and the Exhibits and referred to as "CONTRACTOR" in the Appendices), having offices at 125 Broad St., 14th Floor, New York, New York 10004 (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the COUNTY have entered into a cooperative agreement to carry out the joint delivery of a project to divert treated wastewater from the Bay Park Wastewater Treatment Plant to the Cedar Creek Wastewater Treatment Plant's ocean outfall (the "Project"); and

WHEREAS, the DEPARTMENT desires to retain an expert engineering firm to assist in the management of the procurement, design, and construction of the Project using a Design-Build approach pursuant to the Infrastructure Investment Act (Part F of Chapter 60 of the Laws of 2015, as amended by Part RRR of Chapter 59 of the Laws of 2017 and Part WWW of Chapter 59 of the Laws of 2019) as described in greater detail in ATTACHMENT 1; and

WHEREAS, the DEPARTMENT desires to contract with the CONSULTANT because of the CONSULTANT's ability and reputation to perform the Scope of Services as described in ATTACHMENT 1; and

WHEREAS, the CONSULTANT agrees to provide the Scope of Services in accordance with this Agreement; and

WHEREAS, the COUNTY agrees to make all payments to CONSULTANT for work completed by CONSULTANT for the DEPARTMENT.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties hereto agree as follows:

ARTICLE 1. STANDARD PRACTICES AND REQUIREMENTS. The CONSULTANT shall ascertain the standard practices of the DEPARTMENT prior to beginning any of the work described under this Agreement by reviewing relevant and applicable policies, regulations and laws. All work required under this Agreement shall be performed in accordance with these standard practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in ATTACHMENT 1. The CONSULTANT will perform the professional services in accordance with the care, skill and diligence ordinarily exercised by similar members of the profession providing similar services, under similar conditions, at the same time and the same or similar locality, on projects of similar size and complexity. The CONSULTANT will commence work no later than ten (10) days after

receiving Notice to Proceed from the DEPARTMENT. The CONSULTANT shall furnish all labor, materials and equipment necessary to provide the DEPARTMENT with the services described in ATTACHMENT 1. This Agreement covers eligible costs incurred after the Notice to Proceed and prior to termination or expiration as provided herein.

ARTICLE 2. TERM. The CONSULTANT agrees that the term of this Agreement shall initiate on the EFFECTIVE DATE, which shall be the date that the Agreement is approved by the New York State Comptroller's Office and terminate and expire Five Years from the EFFECTIVE DATE, unless terminated prematurely in accordance with this Agreement or extended by an amendment executed in accordance with this Agreement. An extension of time may be reason for renegotiation of the Specific Hourly Rates. The DEPARTMENT and the COUNTY shall determine the need for such renegotiation. The Parties reserve the option to extend the term for up to two consecutive two-year periods (totaling four years) if the DEPARTMENT deems such continuation necessary through the period of completion of related construction contracts, provided there is a written amendment to this Agreement, signed by all Parties, and approved by relevant government entities.

ARTICLE 3. DOCUMENTS FORMING THE CONTRACT. The Agreement documents shall be deemed to include the following components, in the following order of precedence starting with subdivision (a), which are attached hereto, and which are made a part of this Agreement as set forth fully herein:

a. Appendix A, Standard Clauses for NYS Contracts;
b. Appendix B, Standard Clauses for All NYSDEC Contracts;
c. Appendix C, Standard Clauses for Ethics in all NYSDEC Contracts;
d. Appendix D, Environmental Facility Corporation Program Requirements and Bid Packet for Non-Construction Contracts;
e. Appendix E, Division of Homeland Security and Emergency Services Supplementary Conditions for HMGP Contracts;
f. This Agreement;
g. Appendix F, Certificate of Compliance, Living Wage Law;
h. Attachment 1, Scope of Services;
i. Exhibit A, Specific Hourly Rates;
j. Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs & Lump Sum Fee;
k. Exhibit C, Sample Cost Control Report;
l. Exhibit D, Request for Qualifications Solicitation, Attachments, Forms, and Responsive Submittals

ARTICLE 4. INSPECTION. The duly authorized representatives of the DEPARTMENT and the COUNTY shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. COMPENSATION. The COUNTY agrees to pay the CONSULTANT, and the CONSULTANT agrees to accept as full and exclusive compensation for their services under this Agreement:

a. Specific Hourly Rates of pay in EXHIBIT A and EXHIBIT B for CONSULTANT and subcontractor employees assigned to work on this Agreement for actual hours worked by such employees excluding travel time. The Specific Hourly Rates and all components of those rates are subject to audit. The number of hours charged is also subject to audit.

b. Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement. Such costs must be pre-approved by the DEPARTMENT and are subject to audit. Such costs may include, but are not necessarily limited to those shown in EXHIBIT B. All reimbursement for travel expenses, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the prevailing maximum rates established by the State Comptroller.

c. Lump sum payment for the CONSULTANT's completion of the task identified in EXHIBIT B as a lump sum fee (Task B.v). Payment of this lump sum fee will provide complete compensation for all labor, overhead, and profit involved in the performance of the corresponding services. CONSULTANT may submit an invoice for the lump sum fee in EXHIBIT B in accordance with ARTICLES 6 and 7 of this Agreement only after the DEPARTMENT has accepted as complete, in writing, the CONSULTANT's submitted work product demonstrating satisfactory completion of the task identified in EXHIBIT B as a lump sum fee (Task B.v).

ARTICLE 6. PAYMENT. The CONSULTANT agrees that the Maximum Amount Payable (MAP) under this Agreement shall be $16,630,000.00, unless increased by a written amendment executed in accordance with this Agreement.

The CONSULTANT specifically agrees that the COUNTY shall have no liability under this Agreement (including extension or other modification of this Agreement) to any person or legal entity whatsoever unless, (1) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (2) this Agreement has been executed by the County Executive, or his or her authorized representative.

The CONSULTANT further agrees that the COUNTY shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person or legal entity whatsoever beyond the funds appropriated or otherwise lawfully available for this Agreement. By executing this Agreement, the COUNTY certifies that funds up to the Maximum Amount Payable are either appropriated or otherwise lawfully available. The COUNTY specifically agrees that the COUNTY will make available funds equal to the Maximum Amount Payable under this Agreement, and the COUNTY will make payments directly to the CONSULTANT in accordance with the terms of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, the CONSULTANT and the COUNTY specifically acknowledge that the DEPARTMENT will in no instance be liable to the CONSULTANT, the COUNTY, or any other legal entity whatsoever for any amounts due under, arising out of, or in connection with this Agreement.

For the purpose of establishing the latest overhead components of Specific Hourly Rates during the term of the Agreement, the CONSULTANT shall annually submit updated overhead information, in a form prescribed by the DEPARTMENT, to the DEPARTMENT's Project Director, and other contacts listed under ARTICLE 18 of this Agreement, for each calendar year of the Agreement through the calendar year in which the final bill is accepted by the DEPARTMENT's Project Director. The DEPARTMENT reserves the right to require CONSULTANT to submit necessary supporting documentation, including but not limited to independent audited overhead statements prepared in accordance with subpart 31.2 of the Federal Acquisition Regulation (48 C.F.R. Part 31), Balance Sheets, Statements of Income and Cash Flow, Statements of Retained Earnings, and Notes to the Financial Statements as audited, reviewed or compiled by the CONSULTANT's Independent Public Accountant or Certified Public Accountant and

any additional information necessary to substantiate the CONSULTANT's salary and overhead rates. The DEPARTMENT reserves the right to review annually submitted overhead statements and modify the overhead rates contained in EXHIBIT A and EXHIBIT B accordingly. The DEPARTMENT's Project Director may effectuate such a modification to the overhead rates contained in EXHIBIT A and EXHIBIT B by letter notification to the contacts listed under ARTICLE 18 of this Agreement without amendment to this Agreement provided that the modified Multiplier does not exceed 3.0.

CONSULTANT shall provide complete and accurate billing invoices to the DEPARTMENT and COUNTY in order to receive payment. Billing invoices submitted to the DEPARTMENT and COUNTY must contain all information and supporting documentation required by the Agreement, the DEPARTMENT, and the COUNTY, including certified payroll registers, time cards, and personnel activity reports or certifications. CONSULTANT shall certify on each billing invoice submitted that the rate at which each employee is billed is the actual rate at which that employee is paid, as supported by certified payrolls for the period of time covered by the invoice, not to exceed the applicable Maximum Hourly Rate as contained in EXHIBIT A and EXHIBIT B of this Agreement. CONSULTANT agrees that in no event shall CONSULTANT submit a billing invoice seeking payment for services rendered by any CONSULTANT or subcontractor employee that exceeds the applicable Fully Loaded Rate as contained in EXHIBIT A and EXHIBIT B of this Agreement. Personnel activity reports must be completed monthly by each employee performing billable work under this Agreement and cover all activities performed by the employee in the previous month, coincide with one or more pay periods, and be signed by the employee.

CONSULTANT shall maintain complete employee time cards, payroll records, and receipts for all allowable expenses for the services performed under the Agreement. All records must be made available to the DEPARTMENT and the COUNTY and certified upon request to verify costs incurred. In the event that the Agreement is terminated, these records may be used to determine the costs of the services performed as assigned under the Agreement. Only employee time cards, accompanied by a detailed description of the direct technical employee services, specific to the assignments, for actual, reasonable and necessary costs and expenses shall be allowable. Typing, secretarial, clerical and billing duties are not considered technical in nature and are not considered allowable costs or expenses. The DEPARTMENT and the COUNTY may waive, wholly or partially, the requirements of this Article where CONSULTANT is seeking payment for a lump sum fee or direct non-salary costs.

ARTICLE 7. PAYMENT PROCESS. The CONSULTANT shall be paid in arrears based on actual allowable costs incurred during the period in accordance with this Agreement. Invoices shall be submitted to the DEPARTMENT and the COUNTY with a claim voucher (the "Voucher") in a form satisfactory to the DEPARTMENT and 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 DEPARTMENT and the COUNTY supporting the amount claimed, including certified payrolls, time cards, and personnel activity reports. Invoices are subject to the approval of the DEPARTMENT's representative, the COUNTY's representative, and review, approval and audit by the Nassau County Comptroller or his or her duly designated representative. Within ten (10) business days of receiving a complete invoice, the DEPARTMENT will notify the CONSULTANT, Nassau County Comptroller, and the COUNTY that the DEPARTMENT has approved the invoice, rejected the invoice, partially approved the invoice, or requires additional information to approve the invoice. Within ten (10) business days of receiving notice of invoice approval from the DEPARTMENT, the COUNTY (Department of Public Works) will notify the CONSULTANT, the Nassau County Comptroller, and the DEPARTMENT that the COUNTY has approved the invoice, rejected the invoice, partially approved the

invoice, or requires additional information to approve. Within twenty (20) business days of receiving notice of invoice approval from the COUNTY, the Nassau County Comptroller will notify the CONSULTANT, the DEPARTMENT, and the COUNTY, that the Nassau County Comptroller or his or her duly designated representative has approved the invoice, rejected the invoice, partially approved the invoice, or requires additional information to approve. When the Nassau County Comptroller or his or her duly designated representative approves an invoice, the Nassau County Comptroller will issue payment directly to the CONSULTANT in the amount approved by the DEPARTMENT, the COUNTY, and the Nassau County Comptroller.

The CONSULTANT shall inform the DEPARTMENT, the COUNTY, and all subcontractors and subconsultants of the CONSULTANT's schedule for submitting monthly invoices to the DEPARTMENT and the COUNTY. CONSULTANT shall strictly adhere to this schedule for submission of monthly invoices.

All subcontractor and subconsultant invoices received by the CONSULTANT at least ten (10) calendar days prior to a scheduled invoice submission, shall be included in that billing, even if the CONSULTANT does not have other costs to be billed for that period. The CONSULTANT shall inform the subcontractor or subconsultant of the date the invoice was submitted to the DEPARTMENT and the COUNTY and the amount included for the subcontractor or subconsultant.

The CONSULTANT is required, within seven (7) calendar days after receipt of payment from the COUNTY, to make payments to subcontractors or subconsultants by use of a negotiable instrument drawn such that funds are available by said seventh day. The CONSULTANT will not include any provisions in their subcontracts that would circumvent the requirement of the CONSULTANT to make payments to subcontractors and subconsultants within seven (7) days after receipt of payment from the COUNTY. CONSULTANT shall include a provision in all subcontracts that requires all subcontractors and subconsultants to make payment to any lower tier subcontractors or subconsultants within seven (7) days after receipt of payment from the CONSULTANT.

Accounts of the CONSULTANT shall clearly identify the costs of the work performed under this Agreement and shall be subject to periodic and final audit by the DEPARTMENT and the COUNTY. The DEPARTMENT and the COUNTY reserve the right to transmit these materials to state and federal agencies upon request for such documentation from such agencies. Such audit shall not be a condition of payment.

False statements, information or data submitted on or with invoices for payment may result in one or more of the following actions by the DEPARTMENT: (i) termination of the Agreement; (ii) disapproval of future contracts and subcontracts; (iii) directing the COUNTY to withhold payment under the Agreement; (iv) civil and/or criminal prosecution. This paragraph is solely for the benefit of the DEPARTMENT, and any action or non-action hereunder by the DEPARTMENT shall not give rise to any liability on the part of the DEPARTMENT.

The DEPARTMENT and the COUNTY may waive, wholly or partially, the requirements of this Article where CONSULTANT is seeking payment for a lump sum fee or direct non-salary costs.

ARTICLE 8. FINAL PAYMENT. Upon satisfactory completion and acceptance by the DEPARTMENT of all services required under this Agreement, or all services performed prior to the termination of said Agreement, and upon the submission of the CONSULTANT's certification that all subconsultants/subcontractors have been paid their full and agreed compensation, the CONSULTANT

shall submit its final invoice. Upon submission of the CONSULTANT's final invoice, together with the Voucher, the DEPARTMENT hereby reserves a sixty (60) calendar day audit period. Within twenty (20) days of the completion of the sixty (60) calendar day audit period, the DEPARTMENT will notify the CONSULTANT, Nassau County Comptroller, and the COUNTY that the DEPARTMENT has approved the final invoice, rejected the final invoice, partially approved the final invoice, or requires additional information to approve the final invoice. Within twenty (20) business days of receiving notice of final invoice approval from the DEPARTMENT, the COUNTY (Department of Public Works) will notify the CONSULTANT, the Nassau County Comptroller, and the DEPARTMENT that the COUNTY has approved the final invoice, rejected the final invoice, partially approved the final invoice, or requires additional information to approve the final invoice. Within thirty (30) business days of receiving notice of final invoice approval from the COUNTY (Department of Public Works), the Nassau County Comptroller will notify the CONSULTANT, the DEPARTMENT, and the COUNTY, that the Nassau County Comptroller or his or her duly designated representative has approved the final invoice, rejected the final invoice, partially approved the final invoice, or requires additional information to approve the final invoice. When the Nassau County Comptroller or his or her duly designated representative approves the final invoice, the Nassau County Comptroller will issue payment directly to the CONSULTANT in the amount approved by the DEPARTMENT, the COUNTY, and the Nassau County Comptroller.

The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the COUNTY and DEPARTMENT (to the extent that the DEPARTMENT is liable, if at all) from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided in ARTICLE 9 (c) of this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and make such materials available at CONSULTANT's office at all reasonable times during the period of this Agreement and for at least six years after the later of the termination of, or final payment made by the COUNTY under, this Agreement, for inspection by the DEPARTMENT, the COUNTY, or any authorized representatives of the State or Federal Government, and copies thereof shall be furnished if requested.

ARTICLE 9. COST CONTROL AND EXTRA WORK.

a. This Agreement shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the DEPARTMENT of the results of those reviews in writing by submittal of a monthly Cost Control Report similar to EXHIBIT C. The CONSULTANT shall make all efforts to adjust expense rates at the request of the DEPARTMENT. The CONSULTANT will submit each Cost Control Report to designated contacts at the DEPARTMENT, the COUNTY, and the Nassau County Comptroller.

b. If the CONSULTANT believes that any work is or may be beyond the scope of the Agreement (extra work), or that additional work is necessary, the CONSULTANT shall notify the DEPARTMENT and the COUNTY, in writing, of this fact prior to beginning any of the work. The notification shall include all information required by the DEPARTMENT. The DEPARTMENT and the COUNTY shall determine whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. No extra or additional work shall be started prior to written authorization from the DEPARTMENT and the COUNTY. Neither the COUNTY nor the DEPARTMENT shall be obligated to reimburse the CONSULTANT for any extra or additional work performed without the prescribed notification and authorization. The

DEPARTMENT will not allow fixed fee for any work undertaken without prescribed notification and authorization. In the event that the DEPARTMENT determines that such work does constitute extra work, the DEPARTMENT, the COUNTY, and the CONSULTANT shall work in good faith to negotiate and execute an amendment executed in accordance with this Agreement providing the compensation and describing the work authorized.

c. In the event of any claims being made or any actions being brought in connection with the Agreement or the project underlying the Agreement, the CONSULTANT agrees to render all assistance required by the DEPARTMENT or the COUNTY. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the DEPARTMENT'S directions shall be exercised by the issuance of an amendment executed in accordance with this Agreement, if necessary.

ARTICLE 10. SUB-SURFACE INFORMATION. Sub-surface soil investigations to determine sub-surface soil conditions will be made available to the CONSULTANT for guidance in performing the services described in ATTACHMENT 1.

ARTICLE 11. CONSULTANT RESPONSIBILITY. The CONSULTANT shall be responsible for all damage to life and property due to the willful conduct or negligent acts, errors or omissions of the CONSULTANT, its subcontractors, agents or employees, in the performance of its service under this Agreement. To the fullest extent permitted by law, the CONSULTANT shall indemnify and save harmless the DEPARTMENT and the State of New York, its employees, its agents and contractors, the COUNTY and its agents and contractors, and/or any municipality, public benefit corporation, railroad, and/or public utility whose property or facilities are affected from and against any and all liability, loss, claims, demands, suits, costs, fees, interest and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought and regardless of the legal theories upon which premised, including, but not limited to those arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the DEPARTMENT (its employees, its agents and contractors), the State of New York (and its agents and contractors), the COUNTY (and its agents and contractors), and/or any municipality, public benefit corporation, railroad, and/or public utility and their respective agents and contractors whose property or facilities are affected, to the extent caused by any negligent act, error or omission or any intentional conduct (including unauthorized use of intellectual property) (i) of the CONSULTANT; or (ii) of the CONSULTANT's subconsultants, subcontractors or suppliers at any tier of subcontract; or (iii) of the agents, employees or servants of the CONSULTANT or its subconsultants, subcontractors or suppliers. The CONSULTANT shall also indemnify and hold harmless the DEPARTMENT for breach of contract not related to professional services.

The DEPARTMENT reserves the right to direct the COUNTY to retain such monies from the amount due the CONSULTANT as may be necessary to satisfy any claim for damages recovered against the DEPARTMENT or State of New York, the COUNTY, or any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work or contractors working for the DEPARTMENT or the COUNTY relative to the project underlying the Agreement. The CONSULTANT's obligation for claims under this paragraph shall not be deemed waived by the failure of the DEPARTMENT to direct the COUNTY to retain, or for the COUNTY to fail to retain, the whole or any part of such monies due the CONSULTANT, nor where such suit, action, damages and/or costs have not been resolved or determined prior to release of any monies to the CONSULTANT under the Agreement, nor shall such obligation be deemed limited or discharged by the enumeration or procurement

of any insurance for liability for damages imposed by law upon the CONSULTANT, subcontractor or the DEPARTMENT, the State of New York, the COUNTY, any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work, or for any consultants working for the State of New York, the DEPARTMENT or the COUNTY. It is understood by and between the DEPARTMENT and the CONSULTANT that the CONSULTANT's Professional Liability/Errors and Omissions policy required pursuant to this Agreement shall be utilized for claims involving the CONSULTANT's professional liability, and that claims that exceed the policy coverage will be the responsibility of the CONSULTANT. The CONSULTANT shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages.

CONSULTANT has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the COUNTY related to the Agreement. This obligation shall include the cost of attorneys' fees, disbursements, costs and other expenses incurred in connection with such action or proceeding. CONSULTANT's duty under this paragraph does not extend to those suits, actions, damages and costs of every name that arise out of the sole negligence of the DEPARTMENT, the State of New York, the COUNTY, or the negligence of any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the contract work under this Agreement, or the negligence of any consultants or agents (except the CONSULTANT, the CONSULTANT's agents, employees, servants or subcontractors at any tier) working for the DEPARTMENT, the COUNTY, or the State of New York, their agents or employees, relative to the construction, alteration, or repair or maintenance of a building, highway, utility or structure or appurtenances and appliances thereof including moving, demolition and excavating connected therewith. The DEPARTMENT elects to tender its own defense of such actions. Notwithstanding the foregoing, the parties being defended by the CONSULTANT may elect to join any action or tender their own defense, at their sole expense and discretion.

CONSULTANT shall have authority to act on behalf of the DEPARTMENT only to the extent provided in this Agreement. CONSULTANT shall not be responsible for the health or safety programs or precautions related to the DEPARTMENT's activities or operations or those of the Design-Build Contractors and consultants or their respective subcontractors and vendors under contract with the DEPARTMENT working on the Project (collectively "Design-Build Contractors"). CONSULTANT shall have no responsibility for: (i) Design-Build Contractors' construction means, methods, techniques, safety and sequences or procedures; (ii) for the direction of Design-Build Contractors' personnel; (iii) selection or inspection of Design-Build Contractors' construction equipment; (iv) quality of Design-Build Contractors' work (however, CONSULTANT may have responsibility for inspection of the quality of Design-Build Contractors' work); (v) for placing into operation any plant or equipment; or (vi) for Design-Build Contractors' failure to perform the work in accordance with any applicable construction contract.

ARTICLE 12. INSURANCE REQUIREMENTS.

a. The CONSULTANT agrees to procure and maintain during the entire period of this Agreement, at its own expense and without expense to the DEPARTMENT or the COUNTY, insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this Agreement.

b. The CONSULTANT shall furnish to the DEPARTMENT and the COUNTY a certificate or certificates with the appropriate endorsements showing that it has complied with this Article. The insurance documentation shall provide that:

1. Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the DEPARTMENT and the COUNTY for any claims arising from the CONSULTANT's Work under this contract, or as a result of the CONSULTANT's activities.

2. The following entities listed below shall be noted as Certificate Holder on all liability insurance certificate(s) and such coverage shall be extended to afford Additional Insured status to those entities, as evidenced by specific endorsement(s) provided to the DEPARTMENT and the COUNTY:

The State of New York, NYS Department of Environmental Conservation
its officers, agents and employees,
Bureau of Contract and Grant Development
625 Broadway, Tenth Floor
Albany, NY 12233-1080

-and-

Nassau County, and its officers, agents and employees
1550 Franklin Avenue
Mineola, NY 11501

3. The policies shall include a waiver of subrogation endorsement in favor of the DEPARTMENT and the COUNTY as additional insureds. The endorsement shall be on ISO Form number CG 24 04 or a similar form with same modification to the policy.

4. Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the DEPARTMENT and the COUNTY; as evidenced by endorsement or declarations page.

5. Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Agreement.

6. Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the DEPARTMENT and the COUNTY.

7. Applicable insurance policy number(s) referenced on the ACORD form must be referenced in the supporting documentation requested by the DEPARTMENT or the COUNTY and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).

8. When coverage is provided by a non-admitted carrier, a copy of the declarations page along with the ELANY stamped certification wording affixed to the certificate of insurance must be provided to ensure that the excess line insurance has met all of the requirements for a valid excess line transaction in accordance with Article 21 of the New York State Insurance Law.

9. Worker's Compensation and Disability Benefits certificates shall name the New York State Department of Environmental Conservation, Bureau of Contracts and Grant Development, 625 Broadway, Tenth Floor, Albany, NY 12233-1080, and Nassau County Department of Public Works, Commissioner of Public Works, 1194 Prospect Avenue, Westbury, New York 11590, as entity requesting proof of coverage.

10. This Agreement shall be void and of no effect unless the CONSULTANT procures the required insurance policies and maintains them until acceptance or completion of the work, whichever event is later. If at any time during the term of this contract the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Agreement or proof thereof is not provided to the DEPARTMENT and the COUNTY, the CONSULTANT shall immediately cease Work on the Project. The CONSULTANT shall not resume Work on the Project until authorized to do so by the DEPARTMENT and the COUNTY. Any delay, time lost, or additional cost incurred as a result of the CONSULTANT not having insurance required by the Agreement or not providing proof of same in a form acceptable to the DEPARTMENT and the COUNTY, shall not give rise to a delay claim or any other claim against the DEPARTMENT or the COUNTY. Should the CONSULTANT fail to provide or maintain any insurance required by this Agreement, or proof thereof is not provided to the DEPARTMENT and the COUNTY, the DEPARTMENT may request the COUNTY to withhold, or the COUNTY may withhold on its own accord, further contract payments, treat such failure as a breach or default of this Agreement, and/or, after providing written notice to the CONSULTANT, require the Surety, if any, to secure appropriate coverage and/or purchase insurance complying with the Agreement and charge back such purchase to the CONSULTANT.

11. Should the CONSULTANT engage a subcontractor, the CONSULTANT shall impose the insurance requirements of this document on the subcontractor, as applicable. The CONSULTANT shall determine the required insurance types and limits, commensurate with the work of the Subcontractor and maintain the certificate or certificates and endorsements for all subcontractors hired as part of the CONSULTANT's records.

c. The following types and amounts of insurance are required for this Agreement:

1. Workers' Compensation

For work to be performed in New York State, the CONSULTANT shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

If the agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Act policy as applicable must be provided. Any waiver of this requirement must be approved by the DEPARTMENT and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance (September 2007, or most current version)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption (when CONSULTANT meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier. ACORD forms are not acceptable proof of New York State Workers' Compensation Insurance coverage. Additional information can be obtained at the Workers' Compensation website:
http://www.wcb.ny.gov/content/main/Employers/Employers.jsp

2. Disability Benefits

For work to be performed in New York State, the CONSULTANT shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the DEPARTMENT and will only be granted in unique or unusual circumstances. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when CONSULTANT meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier. ACORD forms are not acceptable proof of New York State Disability Benefits Insurance coverage. Additional information can be obtained at the Workers' Compensation website:
http://www.wcb.ny.gov/content/main/Employers/Employers.jsp

3. Commercial General Liability Insurance

CONSULTANT shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the CONSULTANT for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit – $1,000,000
- General Aggregate – $2,000,000
- Products/Completed Operations – $2,000,000
- Personal & Advertising Injury - $1,000,000
- Damage to Rented Premises - $50,000
- Medical Expense - $5,000

Coverage shall include, but not be limited to, the following:

- Premises liability
- Independent contractors
- Blanket contractual liability, including tort liability of another assumed in a contract
- Defense and/or indemnification obligations, including obligations assumed under this contract
- Cross liability for additional insureds
- Products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract

The following ISO form must be endorsed to the policy:

a. CG 20 10 11 85, or, an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

4. Business Automobile Liability

CONSULTANT shall provide and maintain Business Automobile Liability insurance covering liability arising out of the use of any registered motor vehicle in connection with the Agreement, including owned, leased, hired and non-owned vehicles. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least $1,000,000.

The CONSULTANT shall assume full responsibility and liability that owners and operators of any registered motor vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. The DEPARTMENT reserves the right to request proof of the same.

5. Professional Liability

The CONSULTANT shall procure and maintain during and for a period of three (3) years after completion of this Agreement, Professional Liability Insurance in the amount of $1,000,000 issued to and covering damage for liability imposed on the CONSULTANT by this contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this contract. The professional liability insurance may be issued on a claims-made policy form, in which case the CONSULTANT shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed. The CONSULTANT shall provide coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants.

Should any subcontractor(s) or supplier(s) retained by the CONSULTANT provide professional services requiring design (i.e. the signature, stamp or certification of a licensed professional), the CONSULTANT shall collect Professional Liability Insurance from the subcontractor(s) or supplier(s) and retain said insurance as part of the contract documents.

6. Umbrella and Excess Liability

When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the CONSULTANT shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.

7. Railroad Protective Liability

In the event that any work under this contract is to be performed on or within 50 ft. of railroad property or a railroad right-of-way, the CONSULTANT shall provide and maintain a Railroad Protective Liability (RRP) Policy in the amounts required by the respective Railroad.

The policy must name the Railroad as the Named Insured and the definition of "physical damage to property" must be amended to mean direct and accidental loss of or damage to "all property of any Named Insured and all property in any Named Insured's care, custody or control". No Additional Insureds can be listed on the policy.

Evidence of Railroad Protective Liability Insurance must be provided on the Certificate of Insurance, and a detailed Binder pending issuance of the policy, or on an ISO-RIMA or equivalent form approved by the Railroad, and meet any other requirements as specified by the Railroad and/or the Department of Environmental Conservation.

8. Marine Protection & Indemnity

Anytime the activity involves work on navigable water or work is connected to water related activities, CONSULTANT shall procure Marine Protection & Indemnity and Hull and Machinery coverage. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The CONSULTANT shall obtain Protective and Indemnity Liability insurance for all marine operations under the Agreement, with a minimum $1,000,000 limit. Policies shall name the State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, and the County of Nassau as Additional Insureds.

d. In order that CONSULTANT may be fully protected against third party claims, the DEPARTMENT agrees to require any Design-Build Contractor working pursuant to a contract with the DEPARTMENT to obtain and maintain, for the benefit of CONSULTANT, the same indemnities and insurance benefits obtained for the protection of the DEPARTMENT and shall obtain from any Design-Build Contractor insurance certificates naming CONSULTANT as an additional named insured.

ARTICLE 13. INTERCHANGE OF DATA. All technical data related to the project underlying this Agreement existing in the office of any one party to this Agreement shall be made available to any other party to this Agreement without expense to the requesting party. Consistent with the professional standard

of care defined in ARTICLE 1, and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the DEPARTMENT, the COUNTY or others without independent review or evaluation, unless such independent review and evaluation is requested by the DEPARTMENT.

ARTICLE 14. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA. At the time of completion of the work, the CONSULTANT shall make available to the DEPARTMENT and the COUNTY all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project underlying this Agreement which material at all times shall be the property of the DEPARTMENT. In the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the CONSULTANT shall make available to the DEPARTMENT and the COUNTY all documents, work products or materials related to the Agreement. All original tracings of maps and other engineering data furnished to the DEPARTMENT and/or the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the DEPARTMENT and the COUNTY.

ARTICLE 15. DAMAGES AND DELAYS. The CONSULTANT agrees that no charges or claims for damages shall be made by CONSULTANT for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time, in writing, for such reasonable period as the DEPARTMENT and the COUNTY may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the DEPARTMENT or the COUNTY of any of its rights herein.

ARTICLE 16. NOTICE OF BANKRUPTCY, VENUE, AUDITS. If, prior to final audit, CONSULTANT files for relief pursuant to Title 11 of the United States Code under the Bankruptcy Laws or a successor statute, this Agreement shall be treated as an executory contract under 11 U.S.C. § 365 of the Bankruptcy Laws or successor statute, and subject to assumption or rejection by the debtor within the time permitted by law.

The CONSULTANT must immediately send written notice to the DEPARTMENT's Bureau of Contract and Grant Development, with copy to the DEPARTMENT's Office of General Counsel, at its main office at 625 Broadway, Albany, New York 12233 and the COUNTY at Nassau County Department of Public Works, Commissioner of Public Works, 1194 Prospect Avenue, Westbury, New York 11590, with copy to the Office of the Nassau County Attorney, County Attorney, 1 West Street, Mineola, New York 11501, and send all relevant pleadings of the voluntary or involuntary filing of a Bankruptcy proceeding by the CONSULTANT, its subsidiary, its principals and officers or a related entity whether or not the CONSULTANT believes that any debt is owed to the DEPARTMENT by final audit or otherwise.

The determination of any rights under this Agreement shall be adjudicated in a STATE or FEDERAL Court with jurisdiction over the matter, and venue for the determination of such rights shall be in Albany County, New York.

The CONSULTANT agrees that the automatic stay under 11 U.S.C. § 362 or a successor statute shall be deemed inapplicable or that this Agreement shall constitute consent to the lifting of the stay with respect to the DEPARTMENT's or COUNTY's performance of or completion of any audit pursuant to the terms of this Agreement.

ARTICLE 17. TERMINATION. The DEPARTMENT and the COUNTY shall have the independent and absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

a. If a termination is brought about for the convenience of the DEPARTMENT or the COUNTY and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the actual costs audited in accordance with the terms of this Agreement.

b. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the DEPARTMENT and the COUNTY.

c. The DEPARTMENT reserves the right to terminate this Agreement in the event it is found that the certification filed by the CONSULTANT in accordance with New York State Finance Law § 139-k, was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the CONSULTANT in accordance with the terms of the Agreement.

d. For contracts subject to New York State Worker's Compensation Law (WCL) § 141-b, the DEPARTMENT reserves the right to terminate the Agreement if it is later determined that at the time of either the Statement of Qualifications submission or contract award, the CONSULTANT was, in fact, debarred by WCL § 141-b, or was the substantially-owned affiliate of a debarred contractor/consultant.

e. The DEPARTMENT reserves the right to terminate this Agreement in the event it is found that the certification filed by the CONSULTANT in accordance with § 5-a of the Tax Law is not timely filed during the term of the Agreement or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the DEPARTMENT may exercise its termination right by providing written notification to the CONSULTANT.

f. Upon written notice to the CONSULTANT, and a reasonable opportunity to be heard with appropriate DEPARTMENT and COUNTY officials or staff, the Agreement may be terminated by the Commissioner of the New York State Department of Environmental Conservation (the "Commissioner") or his or her designee, or the County Executive or his or her designee at the CONSULTANT's expense where the CONSULTANT is determined by the Commissioner or his or her designee, or the County Executive or his or her designee, to be non-responsible. In such event, the Commissioner or his or her designee, or the County Executive or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

ARTICLE 18. NOTICES. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

(a) via certified or registered United States mail, return receipt requested;
(b) by facsimile transmission;
(c) by personal delivery;
(d) by expedited delivery service; or

(e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Thomas J. King, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway, 14th Floor
Albany, New York 12233
(518) 402-0021
Thomas.King@dec.ny.gov

Susan D. McCormick, P.E.
New York State Department of Environmental Conservation
Office of the Executive
625 Broadway, 14th Floor
Albany, New York 12233
(518) 402-8127
Susan.McCormick@dec.ny.gov

Paul Storella
AECOM USA, Inc.
125 Broad Street
New York, New York 10004
(212) 984-7379
Paul.Storella@aecom.com

Jane Houdek, Esq.
Nassau County Dept. of Public Works
1194 Prospect Avenue
Westbury, New York 11590
(516) 571-9458
Jhoudek@nassaucountyny.gov

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

ARTICLE 19. DEATH OR DISABILITY OF THE CONSULTANT. In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the

CONSULTANT shall devolve upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the COUNTY shall make all payments otherwise due upon approval of the DEPARTMENT and the COUNTY.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the Agreement shall be delivered within 60 days to the DEPARTMENT or a duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the DEPARTMENT for any damages it may sustain by reason thereof. Upon the delivery of all such data to the DEPARTMENT, the DEPARTMENT will direct the COUNTY to pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor, subject to the COUNTY's review and approval.

ARTICLE 20. ETHICS. CONSULTANT agrees to comply with APPENDIX C, Standard Clauses for Ethics in all NYSDEC Contracts. CONSULTANT agrees to ensure that neither the CONSULTANT nor the CONSULTANT's subconsultants or subcontractors at any tier may provide services during the term of this Agreement for the construction or design contractor or any of their subcontractors relating to the contract work without prior written permission from the DEPARTMENT.

ARTICLE 21. INDEPENDENT CONTRACTOR. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the State of New York or the County of Nassau by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the County of Nassau, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 22. TRANSFER OF AGREEMENT. The CONSULTANT specifically agrees that he is prohibited by law from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the prior consent in writing of the DEPARTMENT and the COUNTY. If this provision of the law is violated, the DEPARTMENT shall revoke and annul the Agreement, and the DEPARTMENT and the COUNTY shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet or otherwise dispose of the Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT, the State of New York, or the COUNTY beyond such as may legally exist irrespective of this Agreement.

ARTICLE 23. PROPRIETARY RIGHTS. Any invention or discovery made or conceived in the performance of the Agreement shall be the property of the DEPARTMENT. CONSULTANT shall be entitled to a non-exclusive, royalty-free license under any patent.

ARTICLE 24. SUBCONTRACTORS/SUBCONSULTANTS. The CONSULTANT shall not obtain the services of any subcontractor or subconsultant (firm or individual) that is not specifically identified in the Exhibits of the Agreement without first receiving authorization from the DEPARTMENT and the COUNTY. All subconsultants performing work under this Agreement shall provide their services directly to and be directly supervised by the CONSULTANT, unless the DEPARTMENT specifically authorizes, in writing, the provision of such services directly to another subconsultant either identified in the Exhibits

of the Agreement or authorized in writing by the DEPARTMENT to provide subconsultant services to the CONSULTANT. Neither the DEPARTMENT nor the COUNTY have any obligation to provide reimbursement for unauthorized work performed by any subcontractor or subconsultant, or for any work performed by an unauthorized subcontractor or subconsultant. CONSULTANT must self-perform at least 50% of the work contained in the Agreement, unless otherwise directed by the Department.

For contracts subject to New York State Worker's Compensation Law (WCL) § 141-b, the DEPARTMENT reserves the right to suspend or terminate this Agreement in the event it is found that at the time of either the Statement of Qualifications submission or contract award, any subcontractor or subconsultant (firm or individual) was, in fact suspended or debarred under WCL § 141-b, or was the substantially-owned affiliate of a suspended or debarred contractor/consultant. Upon such finding, the DEPARTMENT also reserves the right to direct the CONSULTANT to replace, subject to the DEPARTMENT's written approval and at no additional charge to the DEPARTMENT or the COUNTY, any subcontractor/subconsultant who the DEPARTMENT or the CONSULTANT subsequently learns was debarred.

All subcontracts and subconsultants performing work on this project shall be bound by the same required contract provisions in this Agreement as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or subconsultant shall incorporate by reference this Agreement, including all documents identified under Article 3. All responsibilities of the CONSULTANT under this Agreement must be passed down to subconsultants and subcontractors at all tiers. Such agreements shall be subject to review by the DEPARTMENT. The CONSULTANT shall not terminate the services of any subconsultant identified in the Exhibits to perform work covered by this Agreement without proposing an acceptable alternative for accomplishing the work and receiving approval in writing from the DEPARTMENT.

ARTICLE 25. DBE, M/WBE, EEOC and SDVOB REQUIREMENTS. CONSULTANT agrees to comply with the requirements set forth in Appendix D, the Environmental Facilities Corporation's (EFC) Program Requirements and Bid Packet for Non-Construction Contracts, including but not limited to the 20% combined M/WBE goal for Clean Water State Revolving Fund projects. If the COUNTY elects to use a funding source other than EFC funds to fund this Agreement, CONSULTANT agrees to renegotiate this clause in good faith with all Parties to the Agreement.

ARTICLE 26. RESPONSIBILITY OF THE CONSULTANT.

a. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without undue delays and without additional compensation, correct or revise any errors or deficiencies in its work, including designs, drawings, specifications, and other services. However, the DEPARTMENT may in certain circumstances direct the COUNTY to issue compensation for such work or make necessary adjustments as directed by the DEPARTMENT, subject to COUNTY review and approval.

b. Neither the DEPARTMENT'S review, approval or acceptance of, nor the COUNTY's review, approval, and payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the DEPARTMENT and the COUNTY in accordance with applicable law for all damages to the

DEPARTMENT or the COUNTY caused by the CONSULTANT's negligent performance or breach of contract of any of the services furnished under this Agreement.

c. The rights and remedies of the DEPARTMENT and the COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

d. If the CONSULTANT is comprised of more than one legal entity or any group of partners or joint ventures associated for the purposes of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the CONSULTANT and each of the others hereunder; and as such, each acts both as principal and agent of the CONSULTANT and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint ventures associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the DEPARTMENT and/or the COUNTY, for the acts or omissions of the CONSULTANT or any other entity, partner or joint venture hereunder.

e. If the CONSULTANT is comprised of more than one legal entity or any group of partners or joint ventures 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.

f. CONSULTANT's opinions of probable total Project costs and Project construction costs, if any, provided as part of the services under this Agreement are made on the basis of CONSULTANT's knowledge, experience, and qualifications and represent CONSULTANT's judgment as an experienced and qualified professional engineer, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids, or actual total Project costs or Project construction costs will not vary from opinions of probable cost provided by CONSULTANT.

ARTICLE 27. SECURITY AND CONFIDENTIALITY OF INFORMATION. Information received as part of this Agreement shall be considered "Confidential Information." The CONSULTANT warrants that it will take the appropriate steps as to its personnel, agents, officers and any subcontractors or subconsultants regarding the obligations arising under this clause to ensure such confidentiality. The CONSULTANT shall have written policies and/or business procedures in place which will protect Confidential Information from unauthorized disclosure, use, access, loss, alteration or destruction. The CONSULTANT may disclose to other parties, as authorized by the DEPARTMENT's designee and the COUNTY's designee, or as described in the scope of services, only the information necessary to perform services under this Agreement. However, the CONSULTANT shall in no circumstance communicate with the public or news media without prior authorization from the DEPARTMENT's designee and the COUNTY's designee. Neither shall the CONSULTANT disclose information deemed confidential by the DEPARTMENT or the COUNTY nor shall the CONSULTANT disclose any other information obtained or developed in the performance of services under this Agreement without the written authorization of the DEPARTMENT and the COUNTY. This warranty shall survive termination of this Agreement.

ARTICLE 28. VENDOR RESPONSIBILITY. The DEPARTMENT has undertaken an affirmative review of the proposed CONSULTANT's responsibility in accordance with the applicable standards outlined in the NYS Comptroller's Guide to Financial Operations, Section XI.16, *Vendor Responsibility*

and based upon such review and representations made by the CONSULTANT; reasonable assurance that the proposed CONSULTANT is responsible has been determined at the time of this Agreement's award.

The CONSULTANT shall at all times during the Agreement term remain responsible. The CONSULTANT agrees, if requested by the Commissioner or his or her designee, or by the COUNTY, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner or his or her designee, or the County Executive or his or her designee, in their discretion, reserve the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the CONSULTANT or a subcontractor at any tier. In the event of such suspension, the CONSULTANT will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the CONSULTANT must comply with the terms of the suspension order. Contract activity may resume at such time as the party that suspended the activities issues a written notice authorizing a resumption of performance under the Agreement.

Upon written notice to the CONSULTANT and a reasonable opportunity to be heard with appropriate DEPARTMENT and COUNTY officials or staff, the Agreement may be terminated by the Commissioner or his or her designee at the CONSULTANT's expense where the CONSULTANT is determined by the Commissioner or his or her designee, or the County Executive or his or her designee, to be non-responsible. In such event, the Commissioner or his or her designee, or the County Executive or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

If at any time during performance under this Agreement total compensation to a subcontractor exceeds or is expected to exceed $100,000, or if otherwise requested by the DEPARTMENT, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

ARTICLE 29. COMPLIANCE WITH CONTRACTOR DISCLOSURE LAWS. The CONSULTANT shall timely, accurately and properly comply with the reporting requirements Subdivision 17 of § 8 and Subdivision 14 of § 163 of State Finance Law as amended by the Chapter 10 of the Laws of 2006, by submitting the New York State Office of the Comptroller's "Form A - State Consultant Services – Contractor's Planned Employment From Contract Start Date Through the End of the Contract Term" initially at the beginning of the contract and "Form B - State Consultant Services – Contractor's Annual Employment Report" every year the Agreement is in effect. The CONSULTANT shall also complete and submit all required COUNTY disclosure forms upon request.

ARTICLE 30. PERSONNEL. The CONSULTANT is required to assign personnel to the Agreement in conformance with the staffing plan contained in its Statement of Qualifications upon which the Agreement award was based. If the DEPARTMENT determines that the CONSULTANT is not complying with its staffing plan commitments, the DEPARTMENT may postpone, suspend, or terminate the Agreement. All personnel assigned to the Agreement by the CONSULTANT shall be subject to approval by the DEPARTMENT and be required to cooperate with the personnel assigned by the DEPARTMENT. In the event the CONSULTANT's personnel fail to cooperate or to perform their assigned tasks in a reasonable manner as determined by the DEPARTMENT, the DEPARTMENT may require the CONSULTANT to replace such personnel. If CONSULTANT replaces one of the key personnel contained in the Statement of Qualifications and staffing plan, the DEPARTMENT reserves the right to assess up to $1,000 as a liquidated damage, to be credited on CONSULTANT's invoice, to avoid

unnecessary replacement of personnel. Any modification to the staffing plan requiring new personnel not included in EXHIBIT A or EXHIBIT B must be approved by the Project Director, and such approval must include the associated rates, job title, and any additional information required by the Project Director.

ARTICLE 31. MACBRIDE FAIR EMPLOYMENT PRINCIPLES/NON-COLLUSION REQUIREMENTS/STATE ETHICS LAW/PROCUREMENT LOBBYING LAW PROVISIONS. The CONSULTANT is required to complete the combined "Non-Collusion/Nondiscrimination in Employment in Employment in Northern Ireland: MacBride Fair Employment Principles/State Ethics Law/Procurement Lobbying Law Provision" form.

ARTICLE 32. SEVERABILITY. If any part of the Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of the Agreement, and the remaining parts of the Agreement shall be enforced as if the invalid, illegal, or unenforceable part were not contained therein.

ARTICLE 33. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder, if any, to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation: acts of God or the public enemy; expropriation or confiscation of lands or facilities; compliance with any law, order or request of any Federal, State, municipal or local governmental authority; acts of war, rebellion or sabotage or damage resulting therefrom; fires, floods, storms, explosions, accidents, riots, or strikes; or the delay or failure to perform by any subcontractor by reason of any cause or circumstance beyond the reasonable control of such subcontractor.

ARTICLE 34. DIESEL EMISSIONS REDUCTION ACT OF 2006. In 2007, New York State passed legislation establishing the Diesel Emissions Reduction Act of 2006 (DERA). This Act amended the Environmental Conservation Law (ECL) by adding Section 19-0323 which requires the use of best available retrofit technology (BART) and ultra-low sulfur diesel fuel (ULSD) for heavy duty vehicles owned or operated by, including on behalf of, state agencies and state or regional public authorities. The Department has promulgated regulations (6 NYCRR Part 248) to provide guidance on provisions of the law. The regulations may be found on the Department's website at **http://www.dec.ny.gov/regs/2492.html**.

The CONSULTANT must comply with the specifications and provisions of ECL Section 19-0323 and 6 NYCRR Part 248, which require the use of BART and ULSD, unless specifically waived by the Department. Qualifications for a waiver under this law will be the responsibility of the CONSULTANT.

ARTICLE 35. AMENDMENT TO AGREEMENT. Unless otherwise provided, this Agreement may be amended or modified only by written amendment signed by the CONSULTANT, the DEPARTMENT, and the Nassau County Executive, and approved by the New York State Office of the Attorney General and the New York Office of the State Comptroller, as well as, any other governmental entity required to approve such an amendment or modification.

ARTICLE 36. EXECUTIVE ORDER NO. 177, PROHIBITING STATE CONTRACTS WITH ENTITIES THAT SUPPORT DISCRIMINATION. Executive Order 177 orders that New York State's government will not do business with entities that promote or tolerate discrimination or infringement on the civil rights and liberties of New Yorkers. New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. To that

end, New York has enacted numerous laws, regulations, and policies, and will continue to aggressively enforce its strong protections against discrimination to the maximum extent allowable by law. CONSULTANT has completed the Executive Order No. 177 Certification which certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

ARTICLE 37. COMPLIANCE WITH LAW. It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in this Agreement should be and is deemed inserted herein. Furthermore, the CONSULTANT shall comply with all applicable laws, including those expressly mentioned in this Agreement, and those not expressly mentioned in this Agreement. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, and such provision is not inserted herein or is not inserted in correct form, then this Agreement shall forthwith, upon application of the DEPARTMENT, be amended by the Parties so as to comply strictly with the law and without prejudice to the rights of the Parties. The Parties agree to the choice of New York State law in interpreting this Agreement.

ARTICLE 38. MUTUAL DISCUSSION. In case of any dispute, claim, or disagreement arising from or relating to this Agreement or the breach thereof, prior to any party to this Agreement invoking the dispute resolution procedure of Section VIII of Appendix B to this Agreement, the CONSULTANT, the DEPARTMENT, and if necessary, the COUNTY and/or the Nassau County Comptroller, shall meet to discuss the basis for the dispute, claim or disagreement and attempt to reach a resolution through mutual discussion. Only when mutual discussion fails to resolve the dispute, claim or disagreement, will the parties avail themselves of the dispute resolution procedure of Section VIII of Appendix B to this Agreement.

ARTICLE 39. NEPA COMPLIANCE. CONSULTANT agrees that it will not engage in, conduct, carry out, contract for, or commit resources to any construction-phase activities related to the Bay Park Effluent Diversion project that may limit the choice of reasonable alternatives under the National Environmental Policy Act (NEPA), 42 U.S.C. §4321 et seq, prior to successful completion of a NEPA review and written authorization from the DEPARTMENT.

ARTICLE 40. LABOR REQUIREMENTS.

a. CONSULTANT shall comply with all applicable labor laws, including but not limited to Federal Davis-Bacon requirements, State Prevailing Wage requirements, and Nassau County Living Wage Law, as amended. In the event that there is variation in the minimum wage for a certain job classification among federal, state and county labor laws, CONSULTANT agrees to utilize the higher wage. Failure to comply with applicable labor laws may constitute a material breach of this Agreement, the occurrence of which shall be determined by the DEPARTMENT or the COUNTY. In the event that such breach is not timely cured, the DEPARTMENT or the COUNTY may terminate this Agreement as well as exercise any other rights available to the DEPARTMENT or the COUNTY under applicable law. It shall be a continuing obligation of the CONSULTANT to inform the DEPARTMENT and the COUNTY of any material changes in the content of any certifications of compliance provide by the CONSULTANT to either the COUNTY or the DEPARTMENT.

b. Nassau County Living Wage Law. To the extent the Nassau County Living Wage Law is applicable, 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 CONSULTANT agrees as follows:

1. CONSULTANT shall comply with the applicable requirements of the Nassau County Living Wage Law, as amended;

2. Failure to comply with the Nassau County Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the COUNTY. CONSULTANT 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.

3. It shall be a continuing obligation of the CONSULTANT to inform the COUNTY of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix F, and shall provide to the COUNTY any information necessary to maintain the certification's accuracy.

ARTICLE 41. NASSAU COUNTY ETHICS REQUIRMENTS.

a. Prohibition of Gifts. In accordance with Nassau County Executive Order 2-2018, the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall include the provisions of this subsection in each subcontract entered into under this Agreement.

b. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

c. Vendor Code of Ethics. By executing this Agreement, the CONSULTANT hereby certifies and covenants that:

1. The CONSULTANT 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;
2. All of the CONSULTANT'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;

3. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
4. The CONSULTANT will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
5. The CONSULTANT 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 CONSULTANT is required to retain other records pertinent to performance under this Agreement; and
6. The CONSULTANT 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.

ARTICLE 42. ADMINISTRATIVE SERVICE CHARGE. The CONSULTANT 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 Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the COUNTY by the CONSULTANT upon signing this Agreement.

ARTICLE 43. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the Parties and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to this Agreement.

IN WITNESS WHEREOF, the DEPARTMENT has executed this Agreement on the 5th day of November 20__.

By _____

Title Director of Management and Budget Services

Date 11/5/19

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be signed by its duly authorized representative on the 23rd day of October 2019.

By _____

Title Deputy County Executive

Date 10-23-19

IN WITNESS WHEREOF, the CONSULTANT has caused this Agreement to be signed by its duly authorized officer on the 23rd day of August 2019.

By _____

Title Senior Vice President

Date 8/23/19

ATTORNEY GENERAL SIGNATURE	COMPTROLLER SIGNATURE
APPROVED AS TO FORM NYS ATTORNEY GENERAL NOV 13 2019	APPROVED DEPT. OF AUDIT & CONTROL DEC 09 2019
Approved as to Form: _____ LORRAINE BRIMO SECTION CHIEF	Approved: Thomas P. DiNapoli State Comptroller _____ FOR THE STATE COMPTROLLER
Dated:	Dated:

[1] If a **Professional Corporation**, signer must be President, Vice-President or other authorized officer; if a Professional **Limited Liability Company (LLC)**, signer must be a member or manager; If a **Partnership**, signer must be a partner.

COUNTY'S ACKNOWLEDGEMENT FORM

ACKNOWLEDGEMENT OF COUNTY'S OFFICER EXECUTING AGREEMENT

STATE OF) New York

) ss. :

COUNTY OF Nassau)

On the 23 day of October in the year 2022 before me personally came Brian J. Schneider, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at [redacted] (include street and street number, if any); and that she/he is the Deputy County Executive for the COUNTY described in and which executed the foregoing instrument; and that she/he signed his name thereto by authority of the COUNTY.

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

Notary Public

CONSULTANT'S ACKNOWLEDGEMENT FORM

ACKNOWLEDGEMENT OF CONSULTANT EXECUTING AGREEMENT

STATE OF New York)
) ss. :
COUNTY OF New York)

On the 23rd day of August in the year 2019, before me personally came Paul Storella, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at [redacted] (include street and street number, if any); that he/she/they is (are) the SVP of AECOM USA, Inc, the corporation described in and which executed the foregoing instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the Board of Directors of said corporation.

Notary Public

DENICE U ARENAS
Notary Public, State of New York
No. 01AR6220290
Qualified in Westchester County
Commission Expires April 12, 2022

ATTACHMENT 1 – SCOPE OF SERVICES

A. General

i. Program Management Team

The Consultant shall assemble and maintain a Program Management Team that shall develop and continuously update a Team roster / organizational chart consisting of a Senior Program Engineer, and other key personnel, and any other employee or sub-contractor employee working on the Project that will bill under the Agreement. This Team roster / organizational chart shall be submitted to the Department for review and approval within a week of the notice to proceed, and prior to amendments sought by the Consultant. The Program Management Team must possess demonstrated skills in the successful completion of design-build projects, from procurement to project closeout, with an efficient organization to assist the Department to bring the Project to successful completion on time and on budget. As such, the Program Management Team must at all times during the contract possess highly-qualified personnel.

The Program Management Team must be led by a Senior Program Engineer with a proven track record of organizational management and successful delivery of large water and/or wastewater infrastructure projects as well as demonstrated experience with design-build contracts. The Senior Program Engineer must serve as a single point of contact for communication between the Department and the Program Management Team and must always be available to the Department while the Agreement is active. The Senior Program Engineer must possess an appropriate combination of leadership, technical, and facilitative skills necessary for the successful completion of the Project. With regard to leadership, the Senior Program Engineer must possess strong communication skills, ability to rapidly course correct and manage difficult relationships, demonstrated ability to create program alliance and build a common sense of purpose among groups with varying goals and expectations, and ability to thrive in a demanding work environment with quick deliverable turn-arounds while maintaining a high-quality work product that minimizes risk to the Department and County.

Under the direction of the Senior Program Engineer, the Program Management Team must provide a full scope of program management services, outlined below, to assist the Department in successful completion of the Project. The Program Management Team shall be responsible for adapting the key personnel that are utilized throughout the lifecycle of the Project; i.e., from preliminary design and permitting, to procurement and contracting, to final design and construction, and finally to project closeout. In addition, the Program Management Team must provide personnel redundancy where necessary to confirm that the Project is not unnecessarily delayed at any critical juncture.

The Program Management Team shall consist of key personnel with demonstrated technical expertise and educational background that meets the minimum requirements in Section 2.3 of the RFQ, unless waived in writing by the Department. Key personnel should include subject matter experts that are well-versed in the technical nature of the Project, including mechanical engineering related to water or wastewater pumping infrastructure, and civil engineering related to underground construction in soft earth in the presence of groundwater (including micro-tunneling).

The Program Management Team shall consist of key personnel with demonstrated facilitative expertise. Key personnel should include subject matter experts that are well-versed and have demonstrated success and familiarity with the design-build procurement process, risk management, contract negotiations,

contracting and claim management, project controls, project management and reporting, scheduling, earned-value analysis, labor requirement forecasting, localized market conditions related to materials and labor, facilitation of meetings with executives and the public, and tasks necessary to facilitate successful Project delivery.

The Program Management Team, at the request of the Department, shall serve an advisory function, and be prepared to issue-spot, create and/or analyze technical documents, cost estimates, and proposals, and provide feedback, recommendations and other advisory services of a technical nature consistent with industry standards. In addition to the specific tasks and functions contained in this scope of services, the Program Management Team shall be generally responsible for advising the Department on all matters necessary or advisable for the successful completion of the Project with an aim to minimize expense and delay while maximizing value.

ii. Meeting Facilitation

The Program Management Team shall coordinate, attend, conduct, record and assist the Department at all Project-related meetings. In the absence of or as supplement to meeting minutes provided by the Design-Builder or the County's preliminary engineering firm, the Program Management Team will provide the Department with minutes from each meeting and amend or clarify as required by the Department. In the event that another entity also provides minutes, the Program Management Team will review such minutes for accuracy and request clarifications or amendments as necessary.

iii. Project Records

The Program Management Team shall maintain, on servers provided by the Department, a records management site. The Program Management Team must confirm the records management site contains all Project documents, uploaded under a uniform naming protocol, and structure the site to have varying levels of access for both draft and final documents so that both internal and external record audits may be performed remotely through the grant of time-limited credentials providing access to final, non-confidential documents. The Program Management Team will also structure the site so that final, non-draft documents are coded upon upload with regards to their status under Article 6 of the Public Officers Law, also known as the Freedom of Information Law, to facilitate rapid release of non-exempt documents to the public.

B. Pre-Solicitation Services

i. Development of a Needs Assessment

Within 2 weeks of notice to proceed, the Program Management Team shall prepare an initial draft Needs Assessment for Department review. The Needs Assessment, at a minimum, will: identify and evaluate existing organizational capacity amongst critical Project stakeholders, both internal and external to the Department; identify organizational needs among critical Project stakeholders, including the Department; identify and evaluate internal and external factors that may impact the Project; recommend organizational changes necessary to encourage Project success (including proposed revisions to the Department's draft organizational chart); and, recommend solutions to addressing internal and external factors or needs.

The Needs Assessment is an iterative deliverable that the Program Management Team must update and track through the development, procurement and construction phases of the Project. The Program Management Team shall supply the Department with a draft Needs Assessment initially and each time the

document is modified for the Department's review and approval. The Program Management Team must assist the Department to advance, and track the progress of, the implementation or fulfillment of agreed-upon recommendations, improvements, or needs in the Needs Assessment.

ii. Development of Project Implementation Plan

Within 3 weeks of notice to proceed, the Program Management Team shall prepare an initial draft Project Implementation Plan for Department review and approval. The Project Implementation Plan, at a minimum, will: incorporate the results and set a schedule for the implementation of agreed-upon recommendations, improvements, or needs in the Needs Assessment; an evaluation of options and the advantages and disadvantages of each option at critical decision points; a current organization hierarchy for the Project, complete with a roles and responsibilities matrix; a current budget incorporating the most-up-to-date cost projections and estimates for all reasonably foreseeable costs related to the Project; a current and detailed schedule; communication protocols; a decision-making and dispute resolution procedure; current health and safety planning and protocols; MWBE, DBE and SDVOB inclusion strategy; a current risk register, complete with updated mitigation strategies; public and industry outreach strategies; insurance and bonding requirements and recommendations; and, change management protocol. The Department may require additional components be added to the Project Implementation Plan as needed to successfully complete the Project.

The Project Implementation Plan is an iterative deliverable that the Program Management Team must update and track through the development, procurement and construction phases of the Project. The tasks listed in the Project Implementation Plan shall correspond with the Tasks listed on each Cost Control Report (Exhibit C). The Program Management Team shall supply the Department with a draft Project Implementation Plan initially and each time the document is modified for the Department's review and approval. In general, the Project Implementation Plan will go through three major phases: first, its initial creation where much of the focus will be upon building foundational project elements and organizational capacity; second, a modification to detail and track progress with the procurement phase; and third, a modification after the execution of the design-build contract that sets forth a detailed construction implementation plan. The Program Management Team shall schedule and conduct weekly meetings to review progress associated with the Project Implementation Plan and debrief Department personnel on upcoming deadlines and matters requiring attention. The schedule contained in a Project Implementation Plan, when approved by the Department, shall not, except for reasonable cause, be exceeded by the Program Management Team. All hours billed and expenses incurred by the Consultant under this Agreement must correspond to a task listed in a Department-approved Project Implementation Plan and Cost Control Report and must not exceed the budget for such task established in said Department-approved Project Implementation Plan, unless authorized in writing by the Department.

iii. Evaluation of Draft Design-Build Contract

The Program Management Team shall evaluate the draft contract provided by the Department and propose recommended changes for the Department's consideration.

iv. Project Labor Agreement Feasibility Study [NOTE – This Task will be self-performed by the Department, unless Consultant is authorized in writing by the Department's Project Director, at which time a fee shall be negotiated from remaining allowances].

The Program Management Team shall conduct a feasibility study to determine if use of a Project Labor Agreement would provide the best work at the lowest possible price.

v. Design-Build Procedures Manual, Part 1

The Program Management Team shall assist the Department in revising the New York State Department of Transportation (NYSDOT) policies and procedures reflected in the NYSDOT Design-Build Procedures Manual provided by the Department to create a policies and procedures manual to be used for the Project. Part 1 of the manual will focus on the two-phase procurement process to be utilized by the Department pursuant to a lump sum fee as set forth in EXHIBIT B to the Agreement. It shall include the RFQ process.

vi. Design-Build Procedures Manual, Part 2

The Program Management Team shall assist the Department in revising the New York State Department of Transportation (NYSDOT) policies and procedures reflected in the NYSDOT Design-Build Procedures Manual provided by the Department to create a policies and procedures manual to be used for the Project. Part 2 of the manual will focus on the RFP process and the contracting, design, construction and commissioning phases of the Project.

C. Pre-Award Procurement Support Services

i. Request for Letters of Interest - Development and Distribution [NOTE – This Task will be self-performed by the Department, unless Consultant is authorized in writing by the Department's Project Director, at which time a fee shall be negotiated from remaining allowances].

The Program Management Team shall assist the Department in developing and distributing a request for Letters of Interest to be distributed and advertised in accordance with the industry outreach strategy in the Project Implementation Plan. The Program Management Team shall be responsible for finding and purchasing cost-effective advertisements as well as free postings and mailings for the request for Letters of Interest document.

ii. Request for Qualifications Development and Distribution [NOTE – This Task will be self-performed by the Department, unless Consultant is authorized in writing by the Department's Project Director, at which time a fee shall be negotiated from remaining allowances].

The Program Management Team shall assist the Department in developing an RFQ to qualify 3-5 respondents that will be requested to submit proposals to a subsequent RFP. The Program Management Team shall assist the Department in structuring an RFQ process that will maximize the potential for highly qualified firms to participate, including recommending an appropriate amount for a stipend to attract qualified design-build firms and joint ventures by offsetting their financial commitments associated with the RFP process.

The Program Management Team shall identify the firms with requisite experience to design and/or construct the Project either solely or pursuant to a joint venture in accordance with the industry outreach strategy in the Project Implementation Plan. The Program Management Team shall develop a strategy to solicit participation by these firms in the RFQ process, including but not limited to advertising the availability of the RFQ in appropriate trade journals and contract reporting publications. This strategy shall be outlined in the industry outreach strategy in the Project Implementation Plan. With Department approval, the Program Management Team will assist the Department to implement this strategy.

The RFQ solicitation must include, at a minimum, the following statutorily-mandated components: a general description of the Project; the maximum number of entities that will be qualified to submit proposals; the selection criteria to be used, which must include, at a minimum, the qualifications and experience of the design-build entity relative to the Project, ability of the entity to comply with applicable requirements including Articles 145, 147 and 148 of the Education Law, record of compliance with the Labor Law, Project understanding, financial capability, and bonding capacity; and, the relative weight of each criteria as will be applied in qualifying respondent firms.

iii. RFQ Informational Meeting and Inquiry Responses [NOTE – This Task will be self-performed by the Department, unless Consultant is authorized in writing by the Department's Project Director, at which time a fee shall be negotiated from remaining allowances].

Within one to two weeks of the issuance of the RFQ, or when otherwise determined appropriate by the Department, the Program Management Team will assist the Department in facilitating an informational meeting to discuss the RFQ with potential respondents. The Program Management Team shall be responsible for producing meeting materials requested by the Department, including but not limited to handouts, boards, illustrations, presentations, and sign-in sheets and obtaining meeting locations. The Program Management Team may be asked to secure the presence of its subject matter experts to answer technical questions for the meeting. In addition, the Program Management Team must take detailed minutes of the meeting to be entered into the procurement record.

Immediately following the Informational Meeting, and as written questions are submitted by the respondents to the Department, the Program Management Team shall prepare draft responses for review and approval by the Department. At the completion of the RFQ inquiry period, the Program Management Team will compile a complete set of questions and answers submitted in writing and at the Informational Meeting for Department review and approval. Upon approval of responses to inquiries, the Program Management Team will assist the Department in posting and distributing the responses.

iv. RFQ Evaluation and Selection [NOTE – This Task will be self-performed by the Department, unless Consultant is authorized in writing by the Department's Project Director, at which time a fee shall be negotiated from remaining allowances].

The Program Management Team shall assist the Department in reviewing Statements of Qualifications (SOQs) submitted by respondents to the RFQ upon receipt to confirm that the SOQs contain all necessary elements and are complete submissions. In addition, the Program Management Team must review each SOQ and identify any potential conflicts of interest, including any business dealings (past, present or pending), familial relationships, or monetary relationship with the RFQ respondents. Once the SOQs have been deemed complete by the Department, and the Program Management Team conflicts of interest (if any) have been resolved, the Program Management Team shall assist the Department in seeing that appropriate staff are assigned to the Department Review Panel to review the SOQs, and if necessary, providing subject matter expertise to the Department Review Panel. The Program Management Team shall manage the entire evaluation process, including documentation, procurement records, and associated paperwork. The Program Management Team shall supply the Department Review Panel with an evaluation framework and grading rubric to assist the reviewers in assigning scores to each SOQ. At the request of the Department, the Program Management Team will research and investigate information related to the SOQs submitted, and assist the Department in independently verifying each respondent's reliability, integrity and responsibility.

Once the evaluation of all submitted SOQs is complete, the Program Management Team will assist the Department to develop a short-list of proposers to advance to the RFP stage of the procurement and notify all respondents of the results of the evaluation.

v. RFP Development and Issuance

The Program Management Team shall assist the Department in developing a draft RFP, incorporating the design criteria and geotechnical baseline report prepared by the preliminary engineering firm. The draft RFP must include, at a minimum, the following statutorily required components: ability to meet stated MWBE, DBE and SDVOB goals; total lump sum amount; technical proposal; schedule; evaluation and selection criteria; general instructions to proposers; management proposal instructions; technical proposal instructions; pricing instructions; and any additional forms required by the Department. The Program Management Team shall assist the Department in distributing the draft RFP to appropriate parties and short-listed proposers, coordination of all communication with proposers and monitoring and facilitating said communication (including alternative technical proposals and confidential meetings), and conducting an informational meeting with all parties and short-listed proposers and/or individual meetings, receiving and evaluating comments on the draft RFP, proposing modifications to the draft RFP, recommending additional information to be provided from the preliminary engineering firm based upon the feedback from the parties and short-listed proposers. The Program Management Team shall manage documentation, including procurement record components.

Once the above-mentioned issues have been resolved to the satisfaction of the Department, the Program Management Team shall prepare and assist the Department to issue the final RFP package to the short-list of proposers. After issuance of the RFP, but before the RFP responses are due to the Department, the Program Management Team shall assist the Department in responding to any inquiries or questions, including the convening of additional meetings or interviews, and preparing any modifications or addenda necessary. The Program Management Team shall also assist in the support and encouragement of M/WBE / DBE / SDVOB partnerships with the design-build proposer firms.

vi. RFP Evaluation and Selection

The Program Management Team shall assist the Department in managing the evaluation process, including the facilitation of meetings, management of documentation, including procurement records, and reviewing proposals submitted by proposers to the RFP upon receipt to confirm that the proposals contain all necessary elements and are complete submissions. In addition, the Program Management Team must again review each proposal and identify any potential conflicts of interest, including any business dealings (past, present or pending), familial relationships, or monetary relationship with the RFP proposers. Once the Proposals have been deemed complete by the Department, and the Program Management Team conflicts of interest (if any) have been resolved, the Program Management Team shall assist the Department in seeing that appropriate staff are assigned to the Department Review Panel to review the proposals, and if necessary, providing subject matter expertise to the Department Review Panel. The Program Management Team shall supply the Department Review Panel with an evaluation framework and grading rubric to assist the reviewers in assigning scores to each proposal for the Department's review and approval. At the request of the Department, the Program Management Team will research and investigate information related to the proposals submitted and assist the Department in independently verifying the reliability, integrity and responsibility of each contractor and named subcontractor. If the Department determines that it would benefit from additional communication with the proposers, the Program Management Team will schedule and assist the Department in holding individual interviews,

presentations, or discussions with the proposers. If requested by the Department, the Program Management Team will provide subject matter experts to assist in this process.

If the Department determines that it would benefit from additional information to be contained in a revised proposal, the Program Management Team will assist the Department in developing and issuing a Request for Proposal Revisions, including answering any questions from the proposers, and/or issuing any necessary addenda to the RFP, and, if necessary, convening additional meetings, and evaluating revised proposals.

Once the evaluation of all submitted proposals is complete, the Program Management Team will assist the Department in issuing a notice of award to the proposer that the Department determines presents the best value, taking into consideration the goals of the Project and evaluation and selection criteria.

When requested by the Department, the Consultant will issue stipend payments to the proposers that are not selected for award. The Consultant shall pre-bill the stipend amounts and issue payments to the proposers that are not selected within ten (10) days of receiving the payment from the County. The Consultant will be reimbursed for these stipend payments, without any markup, in accordance with the payment provisions of this Agreement.

vii. Re-Evaluation of Risk Management Strategy

Throughout the procurement process, the Program Management Team shall continuously update the risk register and risk management strategy. At the request of the Department, this may include pre-construction condition surveys of buildings and structures and other pre-construction activities as specified by the Department to help settle potential claims for settlement, or claims arising out of the construction phase. These pre-construction surveys and other activities will be paid for through the allowances established under this Agreement. Prior to the Department's release of the final RFP, the Program Management Team will convene a formal meeting with the Department to re-evaluate the risk register and risk management strategy to review recommendations for risk apportionment to be included in the design-build contract.

viii. Design-Build Contract Negotiation and Execution

The Program Management Team shall assist the Department in negotiating and executing the final terms of the contract to be executed, including assisting the Department in making any revisions required by the New York State Comptroller's office or New York State Attorney General's office. The Program Management Team shall assist and advise the Department in performing an analysis of tradeoffs (benefits/costs), contractor responsibility assessment support; administrative support in the collection and management of contract documents and procurement record components. The Program Management Team shall assist the Department in confirming that all necessary bonds, warranties, insurance and associated liabilities are managed and carried out appropriately both in the text of the contract and in fact after contract execution.

ix. Development and Oversight of Partnering Program

The Program Management Team, in cooperation with the Design-Builder and the Department, shall develop a partnering program framework to be utilized by the stakeholders. Focus on communication, roles and responsibilities, ongoing coordination, and other issues surrounding the management, design and construction.

x. Development of Project Controls and Reporting System

The Program Management Team, in cooperation with the Design-Builder and the Department, shall develop an integrated project controls and reporting system that provides a dashboard and payment processing system. The Program Management Team shall also assist the Department in creating scheduling requirements for the Design-Build Contractor.

D. Post-Award Support Services

i. Implementation of Risk Management Strategy

The Program Management Team, in cooperation with the Design-Builder and the Department, shall continuously track identified risks, identify new risks, and implement Department-approved risk mitigation activities. Such risk mitigation activities will be paid for through the allowances established under this Agreement.

ii. Implementation of Project Controls and Reporting System

The Program Management Team, in cooperation with the Design-Builder and the Department, shall continuously monitor and resolve issues associated with the Design-Builder's project controls and reporting system.

iii. Invoice Review

The Program Management Team shall develop, and incorporate into the project controls systems, a payment processing flow that promotes efficient payments to the Design-Builder. The Program Management Team shall consistently monitor the Design-Builder's progress against the payment schedule incorporated into the Contract and confirm that payment requests and payments in response to such requests, or in the alternative requests for additional information are promptly flowing between the appropriate parties pursuant to the payment processing flow.

iv. Labor and Wage Compliance Activities

The Program Management Team shall perform appropriate labor and wage compliance activities to confirm integrity within the labor force assigned to the Project. This includes, but is not limited to, Davis-Bacon wage compliance interviews, payroll or Force Account auditing, and Department requirements pursuant to labor laws, regulations or agreements, conducting project labor agreement feasibility studies, negotiating the terms of project labor agreements, interfacing with labor organizations, incorporating MWBE / DBE / SDVOB requirements into project agreements, and conducting MWBE / DBE / SDVOB and wage compliance audits.

v. Design and Construction Quality Assurance

The Program Management Team shall perform quality assurance functions on behalf of the Department, including but not limited to, spot-checking for quality, measurements, and material; auditing safety and security protocol; quality control auditing; and participating in design and record drawing review meetings. The Department will not be the primary reviewer of working plans because that is the responsibility of the Design-Builder's designer, the Designer of Record.

vi. Change Management

The Program Management Team shall integrate into their monitoring and oversight role a change management procedure whereby progress is reviewed against contractual requirements to determine if and when a contractual amendment may be required. Should a contractual amendment be required, the Program Management Team will assist the Department in reviewing and processing such a proposal as efficiently as possible.

viii. Monitoring Utility Relocation

The Program Management Team shall assist the Department in monitoring utility relocations in both a quality control and quality assurance capacity.

ix. Contract Close-Out and Commissioning

The Program Management Team shall assist the Department in closing-out the contract upon its completion of an appropriate commissioning period, including but not limited to processing the final payment, managing all claims and release of performance and payment bonds.

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2019

Name	Title	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Paul Storella	Principal	[redacted]			
Roger Williams	Program Manager				
Tina Hu	Project Engineer				
Jess Yoder	Program Management Specialist				
Richard Renzi	EH&S Manager				
Eduardo Gamez	Risk Manager				
Deborah Howes	Public Outreach				
Mark McClenahan	Procurement Specialist				
Marcos Diaz Gonzalez	Procurement Advisor				
Brian Daly	Procurement Advisor				
Farhan Haddad	Procurement Advisor				
Irwan Halim	Design Quality Manager				
Chris Galligan	SME Mechanical				
Verya Nasri	SME Microtunnels				
Dominique Brocard	SME Hydraulics				
Nick Spaventa	SME Transp.				
Chris Macey	SME Pipeline Rehab				
Mostafa Elmorsi	SME Structural				
Bill Tuccillo	SME Electrical				
Chris Benosky	SME Shoreline Restoration				
Richard Redmond	Construction Quality Management				
Frank DeMicco	Constructability/ Biddability				
John Petito	Testing/ Startup Manager				
Erin Guire	Permits Advisor				
TBD	CM Field Oversight				

*
** [redacted]

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2020

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Paul Storella	Program Director	[redacted]			
Roger Williams	Program Manager				
Tina Hu	Project Engineer				
Jess Yoder	Program Management Specialist				
Richard Renzi	EH&S Manager				
Eduardo Gamez	Risk Manager				
Deborah Howes	Public Outreach				
Mark McClenahan	Procurement Specialist				
Marcos Diaz Gonzalez	Procurement Advisor				
Brian Daly	Procurement Advisor				
Farhan Haddad	Procurement Advisor				
Irwan Halim	Design Quality Manager				
Chris Galligan	SME Mechanical				
Verya Nasri	SME Microtunnels				
Dominique Brocard	SME Hydraulics				
Nick Spaventa	SME Transp.				
Chris Macey	SME Pipeline Rehab				
Mostafa Elmorsi	SME Structural				
Bill Tuccillo	SME Electrical				
Chris Benosky	SME Shoreline Restoration				
Richard Redmond	Construction Quality Management				
Frank DeMicco	Constructability/ Biddability				
John Petito	Testing/ Startup Manager				
Erin Guire	Permits Advisor				
TBD	CM Field Oversight				

* The Multiplier for years beyond 2019 is subject to change pursuant to Article 6 of this Agreement.

**

*** [redacted]

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2021

Name	Title	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Paul Storella	Program Director	[redacted]			
Roger Williams	Program Manager				
Tina Hu	Project Engineer				
Jess Yoder	Program Management Specialist				
Richard Renzi	EH&S Manager				
Eduardo Gamez	Risk Manager				
Deborah Howes	Public Outreach				
Mark McClenahan	Procurement Specialist				
Marcos Diaz Gonzalez	Procurement Advisor				
Brian Daly	Procurement Advisor				
Farhan Haddad	Procurement Advisor				
Irwan Halim	Design Quality Manager				
Chris Galligan	SME Mechanical				
Verya Nasri	SME Microtunnels				
Dominique Brocard	SME Hydraulics				
Nick Spaventa	SME Transp.				
Chris Macey	SME Pipeline Rehab				
Mostafa Elmorsi	SME Structural				
Bill Tuccillo	SME Electrical				
Chris Benosky	SME Shoreline Restoration				
Richard Redmond	Construction Quality Management				
Frank DeMicco	Constructability/ Biddability				
John Petito	Testing/ Startup Manager				
Erin Guire	Permits Advisor				
TBD	CM Field Oversight				

* The Multiplier for years beyond 2019 is subject to change pursuant to Article 6 of this Agreement.

** [redacted]

***

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2022

Name	Title	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Paul Storella	Program Director	[redacted]			
Roger Williams	Program Manager				
Tina Hu	Project Engineer				
Jess Yoder	Program Management Specialist				
Richard Renzi	EH&S Manager				
Eduardo Gamez	Risk Manager				
Deborah Howes	Public Outreach				
Mark McClenahan	Procurement Specialist				
Marcos Diaz Gonzalez	Procurement Advisor				
Brian Daly	Procurement Advisor				
Farhan Haddad	Procurement Advisor				
Irwan Halim	Design Quality Manager				
Chris Galligan	SME Mechanical				
Verya Nasri	SME Microtunnels				
Dominique Brocard	SME Hydraulics				
Nick Spaventa	SME Transp.				
Chris Macey	SME Pipeline Rehab				
Mostafa Elmorsi	SME Structural				
Bill Tuccillo	SME Electrical				
Chris Benosky	SME Shoreline Restoration				
Richard Redmond	Construction Quality Management				
Frank DeMicco	Constructability/ Biddability				
John Petito	Testing/ Startup Manager				
Erin Guire	Permits Advisor				
TBD	CM Field Oversight				

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**

*** [redacted]

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2023

Name	Title	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Paul Storella	Program Director	[redacted]			
Roger Williams	Program Manager				
Tina Hu	Project Engineer				
Jess Yoder	Program Management Specialist				
Richard Renzi	EH&S Manager				
Eduardo Gamez	Risk Manager				
Deborah Howes	Public Outreach				
Mark McClenahan	Procurement Specialist				
Marcos Diaz Gonzalez	Procurement Advisor				
Brian Daly	Procurement Advisor				
Farhan Haddad	Procurement Advisor				
Irwan Halim	Design Quality Manager				
Chris Galligan	SME Mechanical				
Verya Nasri	SME Microtunnels				
Dominique Brocard	SME Hydraulics				
Nick Spaventa	SME Transp.				
Chris Macey	SME Pipeline Rehab				
Mostafa Elmorsi	SME Structural				
Bill Tuccillo	SME Electrical				
Chris Benosky	SME Shoreline Restoration				
Richard Redmond	Construction Quality Management				
Frank DeMicco	Constructability/ Biddability				
John Petito	Testing/ Startup Manager				
Erin Guire	Permits Advisor				
TBD	CM Field Oversight				

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**

*** [redacted]

Exhibit A, Specific Hourly Rates

AECOM, USA Staff
Specific Hourly Rates for Services Performed in 2024

Name	Title	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Paul Storella	Program Director	[redacted]			
Roger Williams	Program Manager				
Tina Hu	Project Engineer				
Jess Yoder	Program Management Specialist				
Richard Renzi	EH&S Manager				
Eduardo Gamez	Risk Manager				
Deborah Howes	Public Outreach				
Mark McClenahan	Procurement Specialist				
Marcos Diaz Gonzalez	Procurement Advisor				
Brian Daly	Procurement Advisor				
Farhan Haddad	Procurement Advisor				
Irwan Halim	Design Quality Manager				
Chris Galligan	SME Mechanical				
Verya Nasri	SME Microtunnels				
Dominique Brocard	SME Hydraulics				
Nick Spaventa	SME Transp.				
Chris Macey	SME Pipeline Rehab				
Mostafa Elmorsi	SME Structural				
Bill Tuccillo	SME Electrical				
Chris Benosky	SME Shoreline Restoration				
Richard Redmond	Construction Quality Management				
Frank DeMicco	Constructability/ Biddability				
John Petito	Testing/ Startup Manager				
Erin Guire	Permits Advisor				
TBD	CM Field Oversight				

* The Multiplier for years beyond 2019 is subject to change pursuant to Article 6 of this Agreement.

**

*** [redacted]

Exhibit B, Subcontractor Specific Hourly Rates, Direct Non-Salary Costs, & Lump Sum Fee

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2019

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Chuck Williams	Procurement Manager	ODC Synergy	[redacted]			
Rachel Ferradaz	Program Scheduler/ Controls	NOVA				
Aga Giolbas	Documents Control	NOVA				
Pete Hickey	CM Field Oversight	Hayduk				
Govinda Agrawal	Special Inspections	CSA				

* The Multiplier for years beyond 2019 is subject to change pursuant to Article 6 of this Agreement.

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2020

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Chuck Williams	Procurement Manager	ODC Synergy	[redacted]			
Rachel Ferradaz	Program Scheduler/ Controls	NOVA				
Aga Giolbas	Documents Control	NOVA				
Pete Hickey	CM Field Oversight	Hayduk				
Govinda Agrawal	Special Inspections	CSA				

* The Multiplier for years beyond 2019 is subject to change pursuant to Article 6 of this Agreement.

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2021

Name	Title	Firm	Maximum Hourly Rate	Multiplier*	Fully Loaded Rate	Overtime Rate
Chuck Williams	Procurement Manager	ODC Synergy	[redacted]			
Rachel Ferradaz	Program Scheduler/ Controls	NOVA				
Aga Giolbas	Documents Control	NOVA				
Pete Hickey	CM Field Oversight	Hayduk				
Govinda Agrawal	Special Inspections	CSA				

* The Multiplier for years beyond 2019 is subject to change pursuant to Article 6 of this Agreement.

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2022

Name	Title	Firm	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Chuck Williams	Procurement Manager	ODC Synergy	[redacted]			
Rachel Ferradaz	Program Scheduler/ Controls	NOVA				
Aga Giolbas	Documents Control	NOVA				
Pete Hickey	CM Field Oversight	Hayduk				
Govinda Agrawal	Special Inspections	CSA				

* The Multiplier for years beyond 2019 is subject to change pursuant to Article 6 of this Agreement.

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2023

Name	Title	Firm	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Chuck Williams	Procurement Manager	ODC Synergy	[redacted]			
Rachel Ferradaz	Program Scheduler/ Controls	NOVA				
Aga Giolbas	Documents Control	NOVA				
Pete Hickey	CM Field Oversight	Hayduk				
Govinda Agrawal	Special Inspections	CSA				

* The Multiplier for years beyond 2019 is subject to change pursuant to Article 6 of this Agreement.

Subcontractor Staff
Specific Hourly Rates for Services Performed in 2024

Name	Title	Firm	Maximum Hourly Rate	Multiplier	Fully Loaded Rate	Overtime Rate
Chuck Williams	Procurement Manager	ODC Synergy	[redacted]			
Rachel Ferradaz	Program Scheduler/ Controls	NOVA				
Aga Giolbas	Documents Control	NOVA				
Pete Hickey	CM Field Oversight	Hayduk				
Govinda Agrawal	Special Inspections	CSA				

* The Multiplier for years beyond 2019 is subject to change pursuant to Article 6 of this Agreement.

Direct Non-Salary Costs

Description of Activity	Allowance[2]
Stipend Payments (Task C.vi)	$1,500,000.00
Project Labor Agreement Feasibility Study, Risk Mitigation Activities, and Pre-Construction Surveys (Tasks B.iv, C.vii and D.i)	$1,562,074.00
Travel, Printing & Miscellaneous Direct Costs w. 5% Escalation	$390,167.00

Lump Sum Fee

Description of Activity	Fee Amount
Design-Build Procedures Manual, Part 1 (Task B.v)	$78,368.00 (Lump Sum Fee)

[2] These allowances are based upon estimates of projected costs. During the term of the Agreement, it is anticipated that variations in the estimates will occur which may require modifications to projected costs. In addition, not all direct non-salary costs necessary to complete the Scope of Services are known at the time of execution of this Agreement. With prior approval of the DEPARTMENT, and in accordance with ARTICLE 5 of this Agreement, CONSULTANT may incur additional or modified direct non-salary costs to be compensated by use of the Agreement contingency, if any, which is the difference between the Estimated Total costs for all tasks and the Maximum Amount Payable.

Exhibit C

SAMPLE DEC COST CONTROL REPORT

Estimate No.:
For Period:

Consultant Name:
NYSDEC Contract No.:
PIN Number:
Project Name:

TASK NUMBER	COST ITEM	1 THIS PERIOD	2 TO DATE	3 ESTIMATED TO COMPLETE	4 ESTIMATED TOTAL (2+3)	5 BUDGET	6 BUDGET (5) + AUTHORIZED EXTRA WORK	7 UNDER (OVER) (5-4)	B % PHASE COMPLETE	9 % (4÷5)
1. TOTAL DIRECT TECHNICAL LABOR (DTL)										
2. OVERHEAD (%) ON DTL										
3. PRIME DIRECT NON-SAI-ARY COST (DNSC) **(Excluding subcontractor & subconsultant cost)**										
4. FIXED FEE										
5. SUBCONTRACTOR'S COST										
6. SUBCONSULTANT COST										
TOTAL A (1+2+3+4)										
TOTAL B: TOTAL COST (1+2+3+4+5+6)										

MAXIMUM AMOUNT PAYABLE: _____

CONSULTANT'S Contract Manager:

_____
Signature

Name:

Title:

Date:

FOR N.Y.S.D.E.C. USE ONLY

Reviewed by _____

Date _____

Action Needed:

COST CONTROL REPORT INSTRUCTIONS

Cost Control Report is to be completed each month. Copies are to be sent to the Department Project Director within fifteen days after the end of each monthly period.

The purpose of the Cost Control Report is to provide cost data for the continuing evaluation of the Consultant's performance under the Agreement. The cost figures in the report do not have to be based on accounted expenses but should be a reasonable estimate which will give a true picture of expenditures at the end of the reporting period.

The Consultant will maintain and provide the following information on the Cost Control Report:

This Period - All costs other than out-of-pocket expenses will be allocated by Project phase and tasks within that phase for the reporting period.

To Date - Cumulative costs to date of report will be reported for each phase and task.

Estimated to Completion - The Consultant will make a judgment of the cost needed to complete each phase of the Project. This estimate need not be the difference between cumulative costs and budget. It should represent the cost needed to complete a phase or task of the Project regardless of the budgeted amount.

Estimated Total - This column is obtained by adding the costs in the "to date" column and the "estimated to completion" column.

Budget - The approved current budget amount for each phase/task of the Project should appear in this column.

Budget & Authorized Extra Work - This column represents the budget column plus extra work that has been agreed and negotiated but has not been signed by the Comptroller yet.

Under (over) - This column is the difference between the "Estimated Total" column and the "Budget" column.

Phase/Task Completed - This column will be a percentage estimate of work completed to date for each phase. The figure in this column will be a judgmental factor which the Consultant determines to indicate the work effort completed during the reporting period.

Estimated Total/Budget - This column will be expressed as a percent which will represent the estimated total cost divided by the budgeted cost.

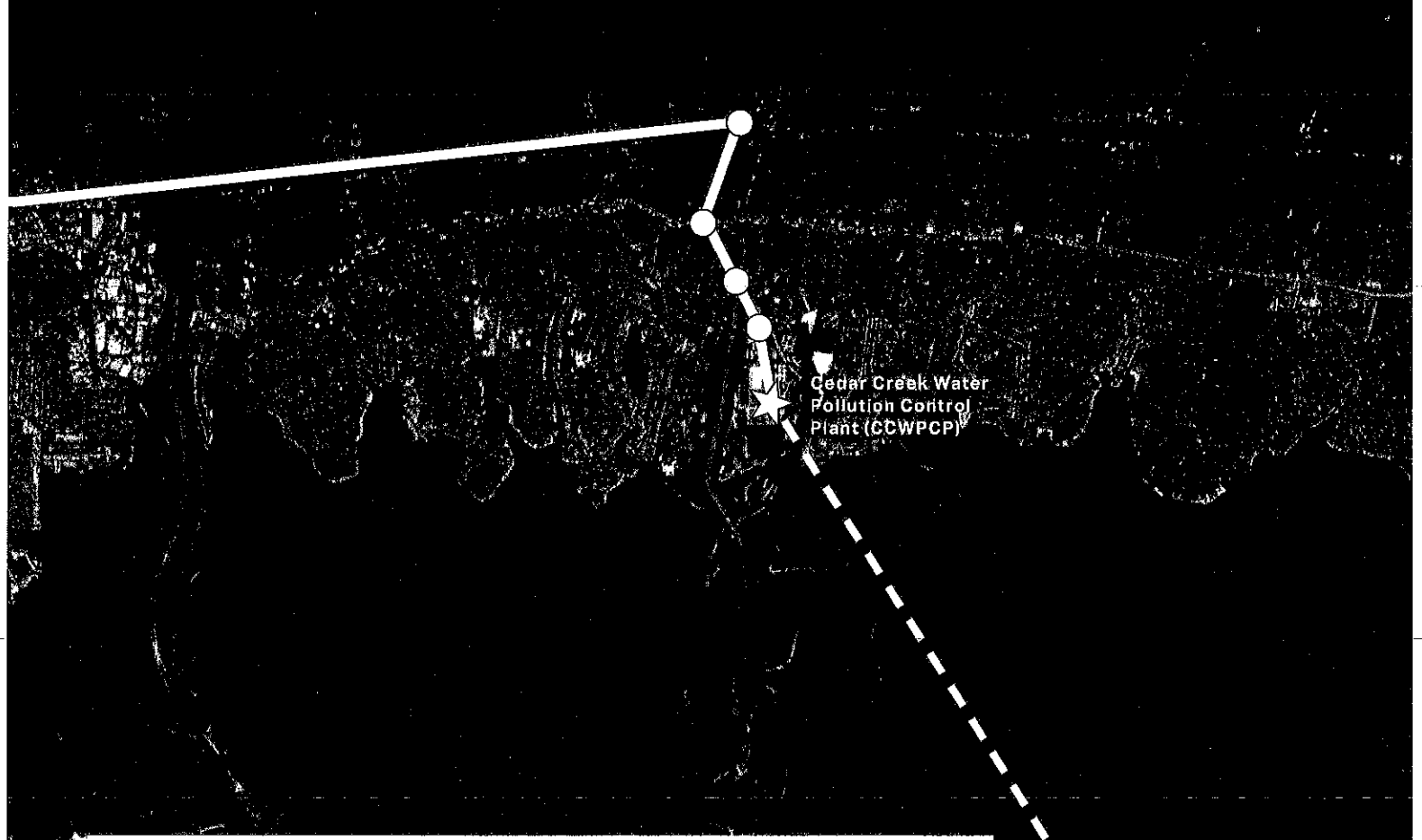
Direct Non-Salary Cost (DNSC) - All out-of-pocket expenses for the Project will be accrued for the reporting period. Out-of-pocket expenses will not be charged against specific Project phases or tasks.

Total (B) - Total (B) under column (5) Budget should show the total Estimated Cost, not the Maximum Amount Payable. The Maximum Amount Payable is shown separately. The Project Management Team's Senior Program Engineer or the Design-Build Contractor's Project Manager will review and sign the Cost Control Report for their individual agreement/contract.

Exhibit D, Request for Qualifications Solicitation, Forms, and Responsive Submittals

STATEMENT OF QUALIFICATIONS

AECOM



Submitted to:
NYS Department of Environmental Conservation

Bay Park Wastewater Treatment Facility Diversion Project Design-Build Professional Consulting Services

May 31, 2019

Contract No. C011506

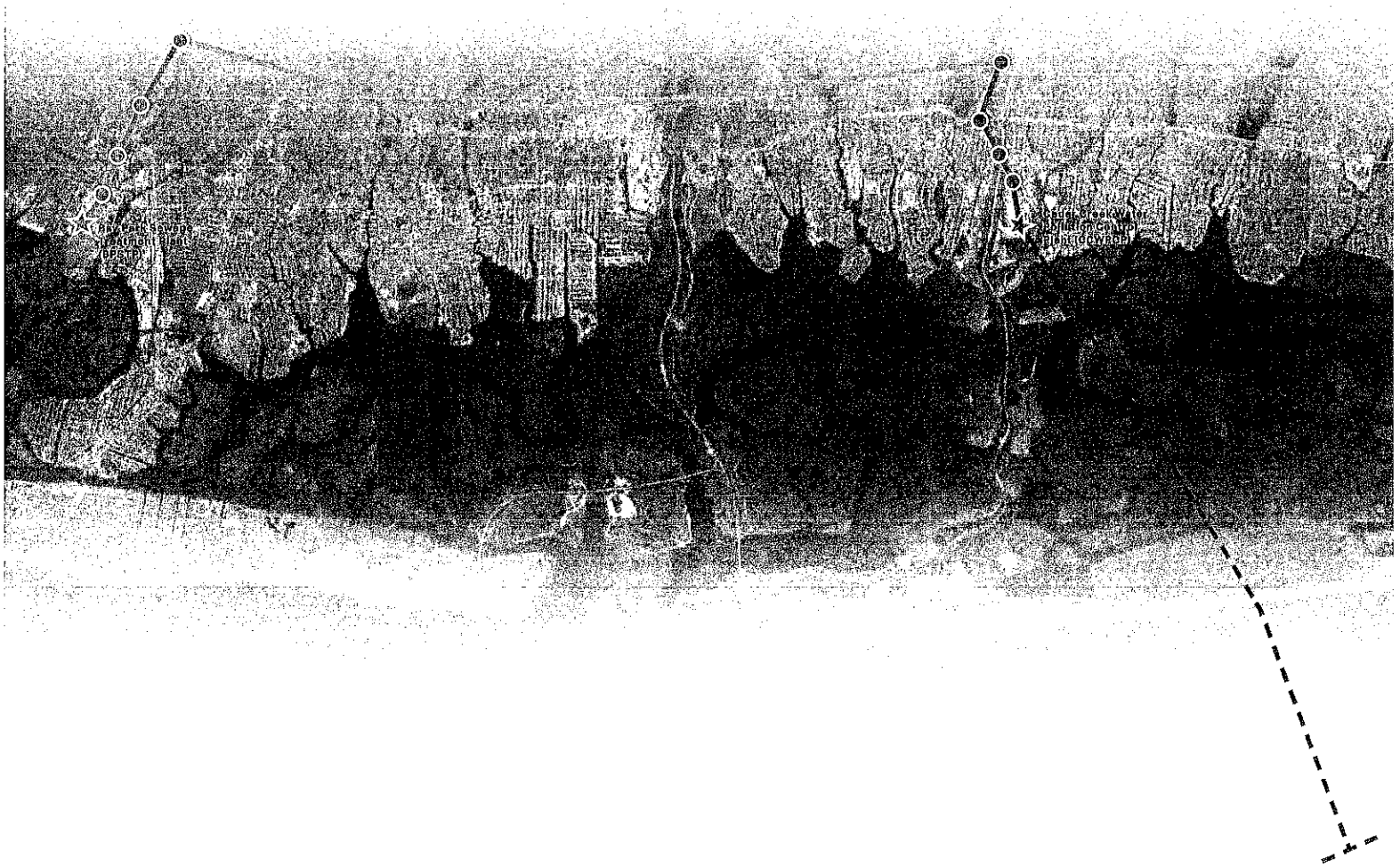
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3. Staffing Plan 3-1

Appendix

3.2. Key Personnel Resume Forms Attachment
3.3. Project Information Forms Attachment
AECOM Administrative Forms
Subconsultant Administrative Forms

1
Cover Letter



AECOM
25 Broad Street
New York, NY 1000
www.aecom.com

212.973.2900 tel
212.972.0682 fax

May 31, 2019

Attention: Katherine Calogero
Bureau of Expenditure Accounting & Travel
NYS Department of Environmental Conservation
625 Broadway, 10th Floor
Albany, NY 12233-5027

Statement of Qualifications for Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services - Contract No. C011506

AECOM is pleased to present our qualifications to assist NYS DEC and Nassau County in delivering the Bay Park Diversion Project. To set the standard for water/wastewater infrastructure design-build in NYS, NYS DEC and Nassau County need a partner that is an **industry leader in water/wastewater infrastructure design-build program management** with proven experience in procuring and implementing design-build (DB) projects in NYS, has the technical expertise in all elements of this project, and has the project specific background on the history, goals, and drivers of this project. AECOM is committing our national DB program management A-team whose members have extensive experience in assisting owners like you in effectively procuring and implementing similar water/wastewater projects across North America. This national team has previous shared project experience and will be supplemented by local resources that have the history with Nassau County, understand the local regulatory, contracting, and community landscapes, and have procured and implemented design-builds in NYS.

AECOM's industry leading team has the experience to develop **clear, concise, and complete procurement documents** that support the selection of a qualified Design-Builder, **promote technical innovation**, and assure **best management practices for safety and quality** for the overall project. AECOM provides:

- **Unparalleled Alternate Project Delivery Expertise:** We have delivered 50+ water/wastewater infrastructure alternative delivery projects (see figure in SOQ for sampling). We have been very successful in conducting market analyses and providing responsive guidance for agencies procuring their first design-build projects as we did recently for the **Orange County Sanitation District (OCSD)**.
- **Experience from Every Aspect of Design-Build:** We have and are successfully delivering all aspects of design-build projects - as owner's representative, as technical criteria and bridging documents designers for contractor led design-build projects, and as the general contractor. We fully understand DB delivery and this provides the capability to develop procurement documents that are balanced to extract the best value for the Project.
- **New York State Design-Build Experience:** We have design-build designer experience on the **LIRR (3rd Track)** through the Metro Transit Authority and as the **Design-Build Procurement Structuring Consultant** and Program Manager for **Javits Center** through New York Convention Center Operation Corporation.
- **Unique Insight Into The Bay Park Diversion Project:** We have been part of the genesis, history, and background of this project as demonstrated by our delivery of the **Sunrise Highway Aqueduct Inspection** project. We know the ancillary elements associated with this project through our experience as the designer on the **Bay Park Effluent Pump Station Upgrade and Bay Park Raw Pump Station Upgrade** projects.
- **One Stop Shop:** AECOM has in-house technical expertise in all the **technical elements** of this project including micro-tunnel, pump station, pipeline rehabilitation, and civil/roadway improvements, and the project controls experience to minimize the **safety, schedule, cost, execution, and quality risks** of this project. Any yet unidentified expertise needs that may arise can most likely be fulfilled through our deep bench of internal staff.

- **History of Working In and With the County:** AECOM has a record of successful project collaboration with the local, state, and Federal stakeholders that could be affected by this project. Further, we understand the impact and concerns of the various communities that could be impacted by this project through our work on the Sunrise Aqueduct Inspection for the County and various transportation projects in the County through NYS DOT.

We have unparalleled water/wastewater design-build program management experience

Our team has extensive, current and applicable design-build and water/wastewater infrastructure experience:

- **Design Criteria and Procurement Lead:** in developing the design criteria documents and assisting Miami-Dade Water and Sewer Department (MDWASD) in procurement of a design-build team for the Norris Cut Force Main Replacement Tunnel Project (Project Value, PV, of $72M) and for the Government Cut Force Main and Water Main Replacement Project (PV of $77M). **The Government Cut Force Main Project was awarded the DBIA Trenchless Project of the Year while the Norris Cut Force Main Replacement Tunnel Project received Honorable Mention for the Project of the Year.**
- **Owner's Representative:** in conducting industry outreach on delivery methods, development of indicative designs, market research, assistance with developing design-build procurement documents and design-builder selection as Owner's Representative for the Blue Plains Advanced WWT Plant Program (PV of $110M) and Construction Management (PV of $82M) in Washington, DC;
- **Program Manager/Construction Manager:** in planning, preliminary design, public-private partnership procurement, and providing oversight of the design-builder during construction for the City of Regina, CA on the Regina WWTP Upgrade Project (PV of $190M); and,
- **Owner's Representative:** in planning, procurement and execution for a complex relining and rebuilding a major collection system in a semi-urban/suburban area for the Orange County Sanitation District (OCSD) in California (PV of $40M). As part of this project AECOM developed standards and procedures for OCSD to perform future design build projects. **The development was recognized as Project of the Year for Trenchless Technology.**
- **DB Advisor/Program Manager:** in structuring the original design-build procurement and providing program management on the design-build expansion implementation phase of Jacob K. Javits Convention Center Upgrade (PV of $1.325B).
- **DB Designer:** in developing procurement documents for design-build and providing cost estimates, scheduling, and constructability reviews for the Long Island Railroad (LIRR) Expansion Project from Floral Park to Hicksville (PV of $1.35B).
- **Design-Builder:** in providing permitting, design, construction, and startup and commissioning with fast tracking of key elements of work on the Lawton Valley and Station 1 WTP in Rhode Island (PV of $64M).

AECOM will strategically bring to bear best practices, lessons learned and design-build innovations from New York and other major programs.

We understand the significant challenges that are unique to this project and are prepared to institute a strategic approach based on lessons learned from these and other comparable design-build projects and water/wastewater infrastructure projects. See the table attached to this letter that highlights application of our lessons learned.

We are bringing our design-build program management A-Team

Our key staff have worked on more than 40 design-build projects with construction values totaling over $3 billion dollars throughout North America. For the program, we are proposing Roger Williams as our Senior Program Engineer and Chuck Williams as our Program Manager for Procurement:

- **Roger Williams, PE, Senior Program Engineer:** Project Manager and Design Criteria Engineer for the Award Winning Norris Cut Force Main Replacement Tunnel Project and the Government Cut Force Main and Water Main Replacement Project. Both these water/sewer projects were design-build and had construction costs in excess of $50M.

- **Chuck Williams, PE, DBIA, PMP, Program Manager for Procurement:** Design-build procurement lead of the $220M CSO Project as described in the Blue Plains Advanced WWT Plant Program and Procurement Lead on the Award Winning $40M Magnolia Trunk Sewer Relining and Pump Station Rehabilitation project.

- **Rachel Ferradaz, PE, Scheduler/Controls, Nova Consulting (M/WBE firm):** Extensive experience in critical path scheduling, time impact/delay analysis, budgeting and forecasting costs/schedules, reviewing change orders and negotiations, cost estimating, work quality/progress monitoring, and claims mitigation for wastewater treatment plants, water facilities, pumping stations, transit, and utility infrastructures projects.

These staff will be supported by our Design and Construction Quality Assurance Program Managers, **Irwan Halim, PhD, PE** and **Richard Redmond, PE**; our Mechanical and Civil SMEs, **Chris Galligan, PE** and **Verya Nasri, PhD, PE**; and our Procurement Specialist, **Mark McClenahan** - all of whom have design-build experience on similar programs. In addition to the leaders noted above, one key SME on our team is **Chris Macey, PEng**. Chris was integral to the initial **Sunrise Highway Aqueduct condition assessment** and is keenly aware of the technical and construction requirements for its rehabilitation. He is recognized across the industry as one of North America's premier pipeline rehabilitation and was recently inducted into the **North American Society of Trenchless Technology Hall of Fame**.

In order to further enhance this project, our team includes **critical design-build procurement advisors** we believe will be instrumental in delivering this project successfully and efficiently:

- **Marcos Díaz González** will bring global and NY design-build experience.

- **Farhan Haddad** has significant Design-Build experience accumulated over the past 10 years while serving in the Major Projects Office and Project Management Office at NYSDOT.

- **Brian Daly, PE,** has delivered over ten (10) water and wastewater treatment plant projects via design-build, including three (3) as the Design-Builder PM.

Please see our staffing plan in Section 3 for details on all our proposed leads.

We are committed to meeting the M/WBE goals

In addition to Rachel, we will use other staff from **Nova Consulting (certified WBE)** to provide document control and control administration. **We have agreements in place with CSA Group (certified MBE firm) and Hayduck Engineering (certified SDVOB)** to provide construction inspection/oversight services.

We are very excited at the prospect of partnering with NYS and Nassau County and engage our deep bench of design-build and water/wastewater infrastructure experts with a proven record of successful delivery on over 50+ design-build projects. As your partner, advocate, criteria professional, and representative, offer our unwavering commitment to quality to assure efficient delivery of the DB project that promises to realize intended environmental, resiliency, and economic benefits.

Yours Sincerely,
AECOM

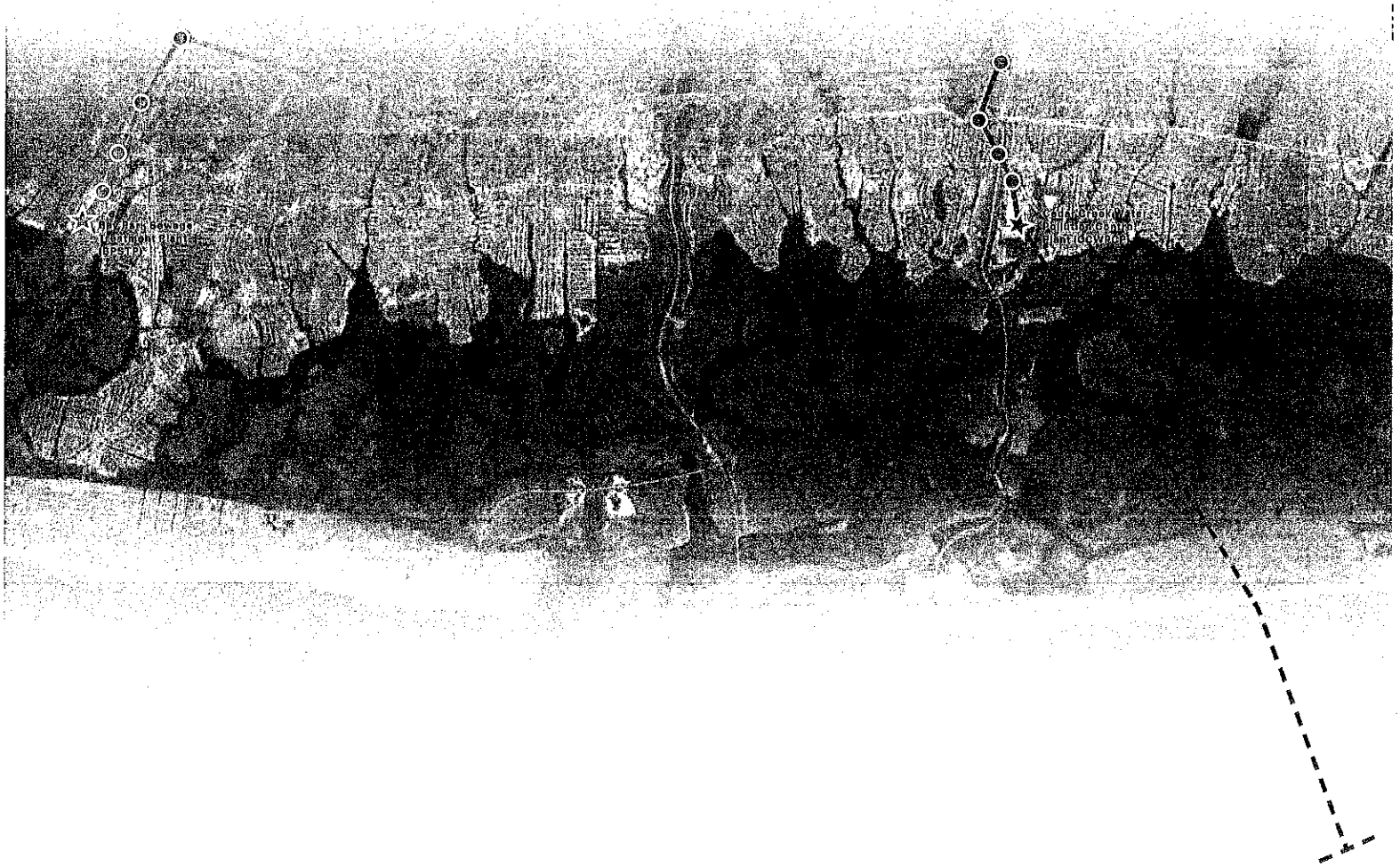
Paul F. Storella, PE
Senior Vice President
Regional Business Line Leader, NY/NJ Metro Water
paul.storella@aecom.com
212.984.7379

Lessons Learned Project Approach

Significant Risk/ Opportunity	AECOM Approach	Benefit
Attracting Highly Qualified Firms to Compete for the Project	• Hiring an experienced procurement partner firm like AECOM provides confidence for obtaining a clear, transparent, and professional procurement process utilizing best industry practices. • Conducting industry outreach through publications, at conferences, and informational sessions prior to solicitation. • Developing clear, well structured, and comprehensive Procurement and Contract documents that result in high quality proposals based on specific evaluation criteria that are integral to the overall success of the project.	• Increased interest and higher caliber of participating firms in the RFQ process. • Improves understanding of technical scope and the intended procurement process, obtains valuable industry input and promotes strategic teaming of highly qualified firms in advance of procurement. • Supports thorough and complete responses by proposing firms and opportunities for owner to evaluate firms based on their understanding of scope specifics and acceptance of project risks.
Assuring Efficient Design-Build Firm Selection	• Providing clear, structured and documented evaluation process and provide orientation and preparation for the Owner Selection Committee • Assuring a process- oriented Project Award process, through supporting County final negotiations, comprehensive documentation, and conforming clear contract documents.	• Facilitates transparency and bolsters confidence that the selection and negotiation process is fair and unbiased, and minimizes risks of protest and DB contract award delays. • Provides clear and complete documentation to support more efficient Project execution to avoid disputes and claims
Promoting Innovation	• Promoting innovation in the Procurement process that motivates design build teams to propose technical alternates for saving cost and time while maintaining quality and operability. • Administering a Stipend to ensure intellectual property transfer and obtaining some valuable alternates from unsuccessful proposers for the Owner to implement.	• Proposed technical alternates that are of equal quality and performance can provide added value of cost savings, increased service life, improved asset functionality / operability - at an equal or lower price. • Ensures Owner clear title to intellectual property while partially reimbursing design firm expense for development of technical materials, including the smaller subconsultants..
Managing Technical Risks to Reduce Cost and Schedule	• Establish a comprehensive Risk Management Plan based on a thorough and objective assessment of existing site infrastructure and conditions, as well Project characteristics and requirements prior to initiating the design-build procurement process.	• Reduces Owner risk through reducing overall Project risk and Design Builder risk from having a clear and complete Project definition. Support a more efficient procurement process that minimizes DB team uncertainties to avoid added cost / schedule contingencies.

Significant Risk/ Opportunity	AECOM Approach	Benefit
Managing DB Contract/ Commercial Risks to Reduce Disputes, Cost and Schedule	• Utilize proven contractual approaches that clearly assign risks and maintain the intended risk transfer for design and design-construction integration to the Design Builder without incurring Design Builder added cost contingencies for risks that Design Builder cannot reasonably control • Implement EHS metrics and standards into design-build contract.	• Provides more clarity for Design Builder to fairly price Project risks that reduces Project cost and disputes.
Managing Stakeholder Requirements	• Engage all stakeholders, the NYSDEC, Nassau County, Regulatory agencies, and the community to communicate Project objectives, the procurement and selection approach, the Project schedule, and critical technical and commercial issues. • Conduct periodic partnering sessions with key stakeholders. • Develop and implement village and town specific community outreach plans in partnership with local experienced subconsultants • Conducting periodic community outreach to inform the public of progress, anticipated disruptions, and soliciting their input as partners. • Hold regular design progress reviews with the DEC, Nassau County, Operations, and other stakeholders.	• Proactive approach of consistent stakeholder engagement at all levels and for diverse groups contributes to avoiding stakeholder misconceptions and misunderstandings that can be disruptive and cause delays and added risks.
Managing Schedule Risk to Avoid Delays and Overpayment for Progress	• Establish a system of key interim milestone events to more effectively monitor and control the Design Builder progress through design development, permitting, construction, testing and commissioning. Require continuous reporting of milestones status with Project schedule monthly updates. Can assign specific payments to milestones as part of the Owner approved Schedule of Values for progress payments.	• By establishing well-defined requirements and milestones for the Project schedule in the proposal stage, the Project Schedule and SOV become more effective control tools and provide early warning to mitigate future problems. Assigning payments to Milestones can incentivize the Design Builder and improve focus on results
Establishing Standards for Future Water/ Wastewater Infrastructure Design-Build Projects	• Through inter-agency collaboration, support the initiative to establish standard for planning, procuring and delivering water/wastewater design-build projects predicated on NY state approved DOT guidelines, and incorporating DBIA best practices. Leverage knowledge and experience of expert staff that are leaders in the subject matter and thoroughly familiar with the industry perspective on procurement and project performance issues.	• Establishing proven standards for planning, procuring and implementing Design Build Projects that promote innovation and retain the benefits of Design Build single-source accountability can provide more consistent and desirable results to meet project objectives with less risk.

2
Statement of Qualifications



2. Statement of Qualifications

AECOM brings to NYS DEC the local, national and global expertise required to successfully manage the design-build procurement and implementation of the Bay Park Diversion Project in Nassau County.

Benefits of the AECOM Team

- ✓ Ability to incorporate guidance and lessons learned from our extensive design-build program management/owner's representative and design-build implementation experience on water/wastewater infrastructure projects and programs and nationally.
- ✓ Firm understanding of the benefits and drivers for this project.
- ✓ Experience working with Nassau County and its PMJV on related projects.
- ✓ Technical experts in NY tunnels, pipeline/aqueduct lining, pump stations, hydraulics, and civil underground construction.
- ✓ Expertise in NYS procurement, project scheduling, controls, and records management systems.
- ✓ Unrivaled knowledge of existing conditions of the aqueduct and pumping facilities at the treatment plants.

AECOM is ready to serve NYS DEC as your Design-Build Advisor/ Program Manager for the Bay Park Diversion Project. AECOM meets and exceeds every qualification required to deliver a successful outcome, with extensive, current, wastewater design-build program management experience. The role that NYS DEC has laid out will require us to perform some very specific functions:

Owner's Representative: The Design-Build Program Manager must act as NYS DEC's Owner's Representative and advocate in all things related to the project. Conducting industry outreach and market research on delivery methods, development of indicative designs, assistance in developing design-build procurement documents and design-builder selection could all be key functions that AECOM is prepared to perform as NYS DEC's project partner.

Technical Lead: The Design-Build Program Manager must have superior technical skills to oversee the initial design and that of the design-builder ultimately selected. AECOM's current work at the Bay Park STP and knowledge of how the flow diversion system is required to function will be invaluable to the project. Our top notch wastewater pumping, pipe rehabilitation and micro-tunneling experts will work with our local experts to ensure a quick start and successful design-build delivery. AECOM has top notch wastewater pumping, pipe rehabilitation, and micro-tunneling experience, coupled with specific knowledge of this project. Coupling this strong firm experience with the local knowledge creates a foundation for success.

AECOM also brings expertise from a global tunneling and pipeline rehabilitation practice to review the design criteria for the new microtunnel and provide valuable insight into the lining design. We have gained valuable knowledge assessing the existing aqueduct along Sunrise Highway that will be an integral component of this project. We know how to communicate with all stakeholders, including the public, to reduce disruption to public roadways and neighborhoods so impacts to the eight communities along the route are kept to a minimum. This combined local design-build and water/wastewater infrastructure technical expertise will allow the AECOM team to help the NYS DEC develop design-build procurement documents that minimize risk and provide best value for all.

A summary of how AECOM meets and exceeds the minimum qualifications for this assignment is shown in the table on the next page.

Miminum Qualifications

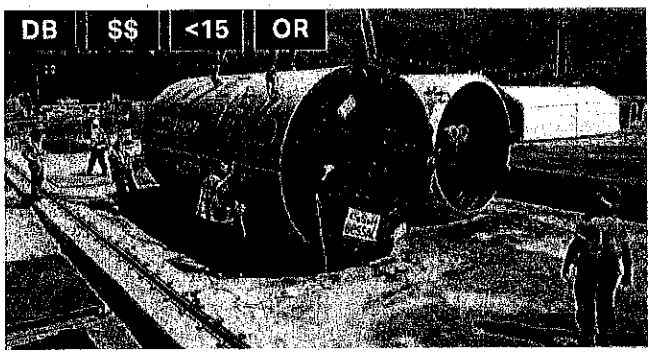
Table 2.1 AECOM Firm and Team Relevant, Similar Project Experience

Minimum Qualifications	How AECOM Meet's the Requirements
Firm Qualifications *Details for AECOM projects are included later in this section and **Attachments 3.3** in the Appendix*	
Management of at least three construction projects within the past 15 Years **Projects valued above $50M** **Design-Build support services** **Projects relevant to scope of services**	1. Norris Cut Force Main Replacement Tunnel **Design-Build Criteria Engineer and Owner's Representatve** during construction - $72M 2. Government Cut Force Main and Water Main Replacement **Design-Build Criteria Engineer and Owner's Rep** during construction - $77M 3. Regina Wastewater Treatment Plant **Design-Build Owner's Rep** - $181M 4. Blue Plains Advanced WWTP **Design-Build Tunnel Dewatering Pump Station** and Enhanced Clarification Project **Program Management** - $215M; Total contract: PM - $110M; CM - $81M 5. Jacob K. Javits Convention Center Design-Build **Design-Build Procurement Structuring Consultant** and **Program Manager** - $1.3B
Duly authorized to provide engineering services in New York State	Legal information regarding our contracting entity, AECOM USA, Inc. is included in **Attachment 2.1**. Our firm has been licensed to provided engineering services in New York State for decades. Our certificate number is 0014949 is included with **Attachment 3.1** in the Appendix.
Experience with water/ wastewater infrastructure	AECOM brings experience from **40+** large-scale water/wastewater infrastructure projects and programs **including design-build** as shown in **Figures 2.3 and 2.4** at the end of this section.
Experience providing quality assurance services	**Attachments 3.3** for all five referenced projects demonstrate our extensive experience providing design and construction oversight and quality assurance.
Experience in complying with M/WBE, SDVOB, DBE GFE goals	Our referenced projects met or exceeded M/WBE goals. Our plan to utilize M/WBE/SDVOB firms for key services and meaningful work in support of the local economy is demonstrated in **Figure 2.2** later in this section.
Program Team Qualifications *Details for Key Personnel are included in the Staffing Section and **Attachments 3.2** in the Appendix*	
Senior Program Engineer	Our Senior Program Engineer, **Roger Williams, PE**, has 18 total years of experience (over 8 years of qualifying experience) managing water and wastewater projects and programs including $150M in design-build projects, two of which are valued at $50M+ - **Norris Cut Force Main Replacement Tunnel** and **Government Cut Force Main and Water Main Replacement**.
Program Managers	Our PM for Procurement **Chuck Williams, PE**, PM for Design/QA **Irwan Halim, PE** and PM for Construction/QA **Rich Redmond, PE**, bring a combined 105 total years of experience managing the procurement, design and construction of water/wastewater infrastructure. This program management leadership team demonstrates nearly 30 total years of qualifying experience as evidenced by their resumes forms in the Appendix.
Subject Matter Experts	Mechanical SME **Chris Galligan, PE**, and Civil SME **Verya Nasri, PE**, both bring extensive experience in their specialty and leasons learned from multiple design-build, wastewater pumping, and underground tunneling projects in New York State.
Procurement Specialist	**Mark McClenahan** brings more than 35 years total years of experience in preconstruction services, design-build procurement, cost estimating, risk management, scheduling, and commercial/change management. He has procurement experience with various NYS and NYC agencies and authorities, including OGS, DASNY, SUCF, DEC, Thruway Authority, and DEP.
Scheduler	**Rachel Ferradaz, PE, of Nova Consulting (W/MBE)** specializes in project controls and scheduling or major water/wastewater infrastructure projects in New York. Rachel has long been a subconsultant to AECOM, working along our proposed team members as our project controls engineer on several of our key projects presented in this section.

Ability and Experience to Assist NYS DEC in procuring and implementing the Bay Park Flow Diversion Project

We are proud to bring to the Bay Park Diversion project a blend of our best local experience and global expertise. Our team of design-build and program management specialists know how to procure, implement and manage risk on large design-build water and wastewater programs. We also bring direct and applicable work on three recent Nassau County projects. Our program managers and subject matter experts understand tunneling in soft earth environments in New York, know the condition of the aqueduct and workings of the BPSTP and can utilize this knowledge to efficiently and successfully manage design-build execution of the project.

Figure 2.1 Projects Featured on Form 3.3

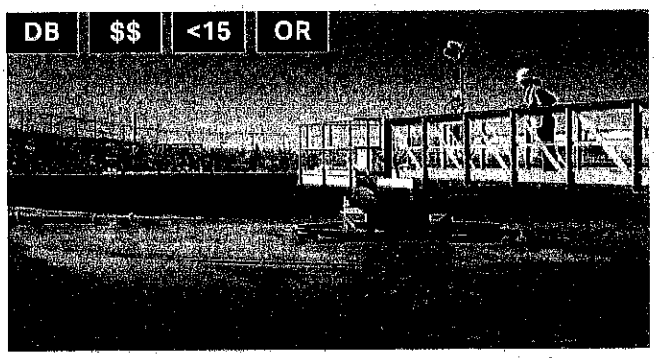


Design-Build Owner's Rep $72M
Norris Cut Force Main Replacement Tunnel Miami-Dade County, FL

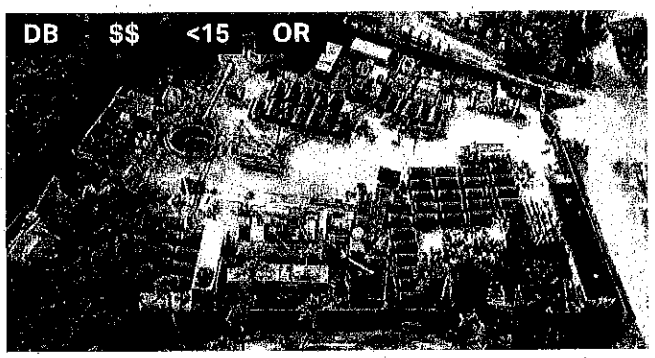
We Exceed the Minimum Requirements

- **DB** Design-Build
- **$$** $50M+
- **<15** Within Last 15 Years
- **OR** Owner's Rep, DB Support, PM/CM

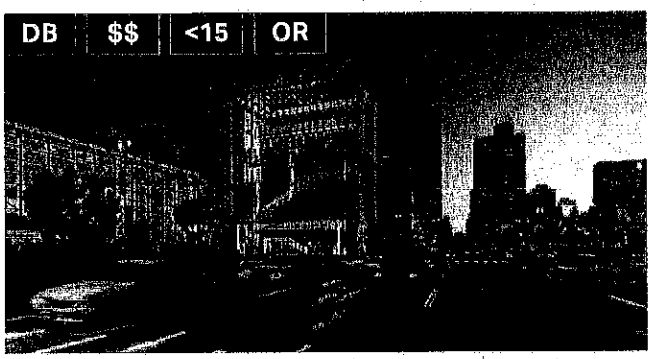
All of our referenced projects meet the minimum requirements



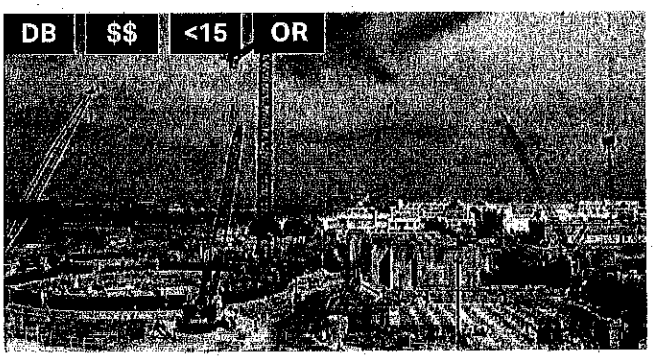
Design-Build Owner's Rep for DBFOM $180.8M
Regina Wastewater Treatment Plant Upgrade City of Regina, Saskatchawan, Canada



Design-Build Owner's Rep $77M
Government Cut Sewer Force Main Replacement, Miami-Dade County, FL



Design-Build $1.325B
Jacob K. Javits Convention Center Expansion New York, New York



Design-Build/PM-CM $215M
Blue Plains Tunnel Dewatering Pump Station and Enhanced Clarification, Washington, DC

Detailed write ups on these projects are presented later in this section and on *Form 3.3* in the Appendix.

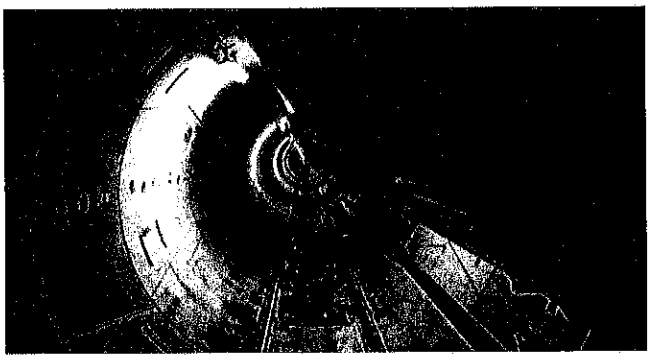
Design-Build Program Management/Owner's Rep Experience

In addition to our featured projects on Form 3.3, the table below provides a sampling of the breadth of our water/ wastewater **owner's representative** experience on some additional alternative delivery projects.

Table 2.2 Program Management/Owner's Representative Experience for Design-Build and Alternative Delivery Water and Wastewater Projects

Client/Location	Brief Description of Services Similar to NYS DEC Bay Park Diversion Project
Portland, Maine	AECOM is serving as the owner's representative, assisting the City of Portland, Maine procure and administer their first design-build project. The Back Cove Storage Facility is an approximately $40M project consisting of a 3.5 Million Gallon CSO storage tank along with pumping and a forcemain. AECOM helped write the RFP documents, evaluate the bidders and is now providing support to the owner during project execution.
Northshore WWTP Metro Vancouver, Canada	AECOM is the Owner's Rep assisting in delivery of the new facility using the DB delivery model. This was the first major wastewater treatment facility implemented by Metro Vancouver using DB. Our procurement services included RFP development, confidential collaborative meetings with bidders and proposal review.
Dept. of Watershed Management DeKalb County, Georgia	AECOM is the PM for this large ongoing W/WW program that involves 80+ discrete activities and requires more than 250 individual contracts for design, construction, and CM services. AECOM's expertise with alternate delivery has enhanced the client's procurement strategy and many of the projects have been packaged as DB.
Orange County Sanitation District, California	AECOM assisted in the planning, procurement and execution for Magnolia Trunk Sewer Rehab, a complex relining and rebuilding of a major collection system in a congested urban areas - selected as *Trenchless Technology magazine's 2012 Rehabilitation Project of the Year.* AECOM also assisted OCSD in developing standards and procedures for use onfuture DB projects.
City of Winnipeg, Canada	AECOM assisted in planning and procuring a major design-build upgrade and expansion of their wastewater treatment plant for economic growth and new regulatory requirements.
Los Angeles Department of Water and Power (LADWP)	AECOM assisted to plan and procure an accelerated CM@Risk schedule delivery to replace two 100 MG underground reservoirs that incorporated power generation and above-ground recreational space.
City of San Jose, California	AECOM is Owner's Rep overseeing the preparation of D-B front-end documents for the Fourth Street 84-inch Interceptor Ph VI-A. Services incude preparation of the RFQ, RFP and coordinating pre-qualification of DB teams.
Hampton Roads Sanitation District, Virginia	AECOM is serving as program manager for a $1.5 Billion SWIFT wastewater program that includes multiple projects at various wastewater treatment plant locations. Several of the procurements will be administered via design-build.
Miami-Dade County South District WWTP, Florida	AECOM is providing owner's representative services on the design- build contract. The project includes designing a new centrifuge thickening and dewatering facility at its South District WWTP and upgrading the facility's existing two-stage anaerobic digestion to acid phase with high-rate anaerobic digestion as part of their Consent Decree program
Prince Georges County, Maryland	AECOM provided process, procurement, risk/financial evaluation, and technical advisory services to Prince Georges County on a stormwater public-private partnership showcasing a sustainable approach for local officials to meet the challenges of large scale urban infrastructure retrofit

Norris Cut Force Main Replacement Tunnel, Miami-Dade Co, FL



9-foot inside diameter segmentally-lined tunnel was mined with hybrid TBM through coralline limestone.

AECOM was called on to help Miami-Dade WASD replace a critical force main under Norris Cut after it was found to be in imminent threat of failure. The project was **successfully implemented using design-build delivery** in less than 5 years with AECOM serving as MDWASD's trusted partner from start to finish.

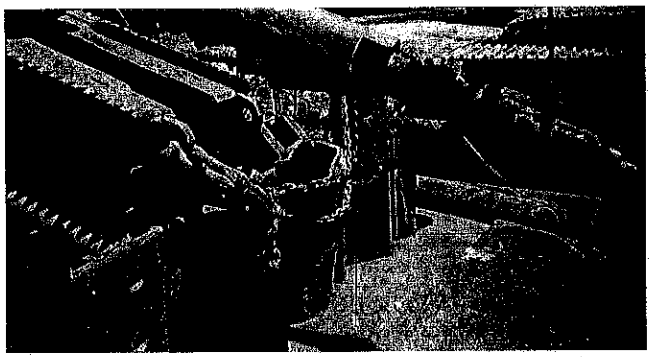
AECOM developed the design criteria, technical documents, 30 percent plans, **prepared the procurement documents, evaluated the design-build tender submittals, and provided engineering services during final design and construction.**

The Norris Cut DB project consisted of 8,200 Linear Feet of 12-ft inside diameter Tunnel Boring (TBM) with pre-cast concrete segmental liner and a new 60 inch FRMP pipeline installed inside it, grouted in place at a depth of 80 to 85 feet below mean sea level. The TBM passed through similar limestone geology as for the Government Cut project, and therefore required the use of a closed, pressurized-face TBM. The launching shaft for the TBM mining operation as well as the connection point to the existing open-cut force main were located at the northeast corner of the Central District WWTP site on Virginia Key, while the retrieval shaft and second connection point was on Fisher Island near the existing Fisher Island Ferry Terminal.

Relevance to the BPSTP Diversion Project

- DB implementation providing technical, risk management and procurement lessons learned applicable to this work
- Trenchless installations and HDD technology
- Complex environmental permitting for a sub-aqueous coastal tunnel crossing sensitive areas

Government Cut Sewer Force Main Replacement, Miami-Dade Co,FL



An HDD alternate was successfully implemented for water main construction at a cost savings to MDWASD.

AECOM was selected by MDWASD to implement a critical infrastructure replacement project with an extremely aggressive schedule, driven by a planned harbor dredging program. T he project was successfully delivered on time using a design-build approach with AECOM serving as the Owner's Design Criteria Engineer and Technical Advisor from initial permitting through procurement and construction.

AECOM prepared the procurement documents for the replacement of the 54-inch Force Main (FM) that extends between Miami Beach and Virginia Key, and 20-inch Water Main that extended from Port Island to Fisher Island. Work included design criteria, specifications, conceptual plans, GBR, and acquiring all environmental resources permits for the project. **AECOM also assisted in the successful procurement of a Design-Builder. Since design-build was relatively new to MDWASD, AECOM developed a qualification and value-based selection process and assisted with advertising, negotiating, and award of the contract. The procurement process was highly successful and has served as a model for future MDWASD design-build procurements.**

The procurement approach encouraged design-build teams to propose value-added alternatives that would reduce project costs. The selected Design-Builder proposed an alternate that allowed the water main to be constructed with twin HDD bores, each 1400 linear feet in length, to install the 12-inch and 24-inch pipe. This proposal was accepted and was implemented successfully at a cost savings to MDWASD.

Relevance to the BPSTP Diversion Project

- Procurement RFQ/RFP and contract documents for a pipeline replacement design-build project using HDD and micro-tunnel boring techniques
- DB implementation providing technical, risk management and procurement lessons learned
- Developed effective design-build procurement approach which has served as model for future MDWASD projects

Regina WWTP DBFOM Owner's Representive, Regina, Canada



AECOM provided Owner's Advisor services for the $180.8M (CAD) design-build-finance-operate-maintain (DBFOM) upgrade at the Regina WWTP.

AECOM delivered the project through planning, preliminary design, preparation of bridging documents, procurement, and finally oversight of the design-builder during construction.

Planning and Preliminary Design Phases. One of the key aspects of the planning and preliminary design phases was to determine and manage project risks. For those risks that would be transferred to the design-builder, it was necessary to minimize the dollar value applied to those risks by the design-builder.

Procurement Phase. The procurement phase involved both RFQ and RFP stages. Collaboration and integration between AECOM and the City were established and three working committees were created to represent each of the technical, legal and financial requirements. AECOM and the City laid out a road map for the procurement process, including formal integration meetings to ensure that the bridging documents represented the technical requirements, the City's legal framework and financial requirements.

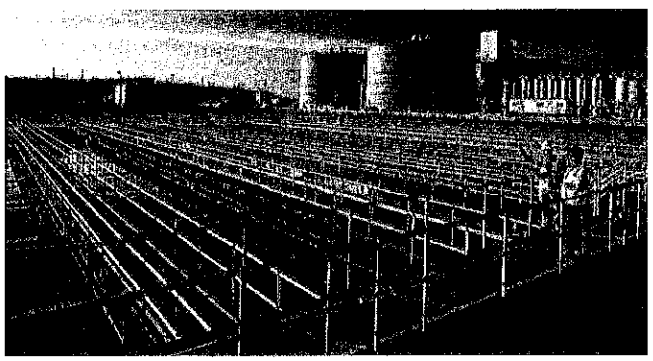
AECOM's responsibilities in the procurement phase included: participating in risk assessments; managing the project office, data room, and electronic data room; hosting integration meetings with the client's technical, legal and financial working groups; managing the RFQ and RFP development processes; managing the RFI process, log and responses; and coordinating collaborative meetings with shortlisted bidders.

Design and Construction Phase. Following award of the contract, AECOM monitored the design and construction of the facility including verifying that the contractor complied with all contract requirements, auditing QA/QC records, reviewing design submittals, and witnessing performance testing.

Relevance to the BPSTP Diversion Project

- Project involved design-build providing lessons learned applicable to this work
- Owner's Representation
- Risk management
- Preparation of procurement documents
- Maintaining project data and controls systems
- QA oversight during construction

Blue Plains Advanced WWTP PM/CM - Tunnel Dewatering Pump Station and Enhanced Clarification Design-Build, Washington, DC



Since the decision to go with the design-build delivery method, this assignment has involved AECOM's team of technical and project delivery professionals serving as DC Water's representative.

This assignment is linked to DC Water's Total Nitrogen and Wet-Weather (TN/WW) plan, which was mandated by federal consent decree as part of DC Water's Long-Term Control Plan (LTCP) shows our ability to optimize the benefits of utilizing the Design-Build procurement process, allowing Design-Build (DB) entities the flexibility to innovate while requiring them to meet mandatory technical requirements.

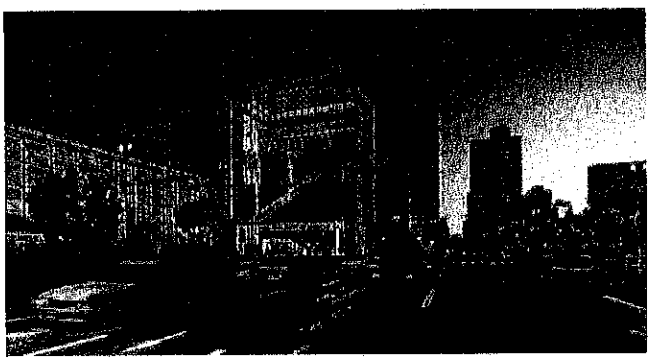
AECOM's program management team developed an indicative design for the new facilities and then worked on the Procurement Phase. Design-Build SOQ and RFP documents were prepared, following the two-step, "best value" selection process. In Step 1 (RFQ), Design-Build firms or teams were asked to submit their qualifications. Five Proposers submitted SOQs. AECOM guided DC Water through the shortlisting process, cutting two proposers. The RFP was then prepared to be issued to the three remaining bidders, asking for their technical and price proposals y.

During the construction and commissioning phase, AECOM's responsibility was to confirm that the Design-Builder followed the technical requirements and met the design intent of the contract,

Relevance to the BPSTP Diversion Project

- Design-build pump station
- Procurement documents
- Quality assurance during design/construction
- Risk management
- Project management information system

Jacob K. Javits Convention Center Expansion, New York, NY



AECOM leads the review and conformance for the basis of design and DB deliverables for all program and operational requirements for the Javits Expansion.

AECOM was the DB Procurement Structuring Consultant and is currently the Program Manager on the $1.325 billion design-build (DB) expansion of the Javits Convention Center in New York City. Javits is the busiest convention center in the United States, with mission critical operations involving tens of thousands of users and truck deliveries, and millions of visitors annually. The 1.25 million-square-foot expansion is the first design-build high-rise institutional facility of this scale being executed in the City of New York. Through DB contract requirements and constant control and collaboration with the design-builder, client and operator, we have been able to maintain Javits running at full capacity without a single impact or relief event for the DB.

DB Structuring and Procurement Management. This procurement was carried out in 10 months, from final packaging of the program requirements, through RFQ, DB contract development, DB RFP, DB RFP response evaluation, and selection, BAFO and VE, award, and DBE contract execution.

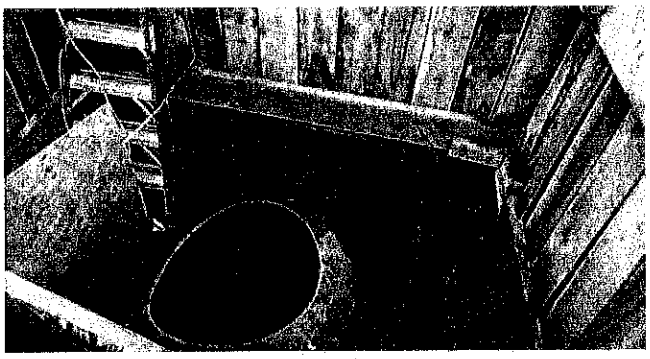
AECOM's scope included but was not limited to: evaluation of best practices, technical lead and client support during the entire DB procurement structuring, review, selection, and DB contract execution.

Relevance to the BPSTP Diversion Project

- Design-build procurement and program management services
- RFQ and RFP development

Additional experience related to Bay Park Diversion project

Sunrise Highway Aqueduct Investigation and Assessment



As part of the conditions assessment AECOM exposed sections of aqueduct along the specified routing which provides AECOM with first-hand knowledge of the existing conditions of pipeline, and how to minimize risk when preparing the DB procurement documents.

AECOM conducted the investigation and condition assessment of approximately eight (8) miles of an existing abandoned in place seventy-two (72") inch diameter steel water main extending along the Sunrise Highway (NY State Route 27) from approximately Ocean Avenue to Wantagh Avenue. To conduct this conditions assessment, AECOM completed an extensive desktop analysis and field survey and data collection process that provided the information necessary to allow for the proper assessment of the existing water main pipeline. The condition assessment was further used to determine the feasibility of re-purposing the pipeline into a force main to convey treated wastewater effluent from the Bay Park Sewage Treatment Plant to the Cedar Creek Water Pollution Control Plant.

Relevance to the BPSTP Diversion Project

- Extensive knowledge and background of the existing pipeline conditions, and geospatial mapping of the pipeline routing.
- Conducted structural assessments of the pipe line material to confirm overall structural limits and full hoop strength integrity of the pipeline, and primary modes of deterioration .
- Assessed relevant pipeline reuse feasibilities against typical pressures and external loadings needed for the various relining alternatives.

Bay Park STP - Pumping Facility Improvements



AECOM is the final design engineer for the effluent and raw sewage pump stations, an integral component of the flow diversion project.

Relevance to the BPSTP Diversion Project

- Intimate knowledge of BPSTP Effluent Pumping System structure and facility conditions including capacity/ hydraulics related issues.
- Familiar with overall structure and how it relates to proposed new BPSTP Diversion Pump Station and proposed conduit connections.
- Working closely with County, Operations and PMJV staff.

Figure 2.2

AECOM's Commitment to Meeting or Exceeding M/WBE Goals

Committed to helping MBE/ WBE community grow

The AECOM Team shares the State's and Nassau County's commitment to providing meaningful growth opportunities for MWBE and other disadvantaged firms on our assignments. We are committed to providing significant subcontracting opportunities for diverse suppliers, including M/WBE firms on a local, regional, and national level. AECOM helps further the growth of our MBE/WBE partners through mentor-protégé programs. These programs foster collaborative relationships that benefit both mentors and protégés alike.

The MBE/WBE firms we have or will select for our overall team are locally based, well respected, and highly skilled firms with previous experience working in New York State and Nassau County.

We have contributed more than **more than $1M** to M/WBE firms on NYS assignments in the last decade and on our three most recent contracts with Nassau County we contributed **more than $700,000** to local MBE/WBE firms.

MBE/WBE Firms on our Team

Nova Consulting & Engineering, LLC (M/WBE)
Scheduling and Project Controls

Nova Consulting & Engineering, LLC (Nova), is a W/MBE engineering consulting firm specializing in civil and environmental engineering, as well as program management and construction management services. They bring two decades of experience providing professional services to public agencies' water and wastewater infrastructure projects in the areas of storm water and drainage, wastewater treatment and collection systems, hydraulic modeling, and water quality studies.

Nova's local experience in Nassau County includes projects such as

- Bay Park STP Electrical Distribution System Upgrades
- Bay Park STP Pump Station Rehabilitations.

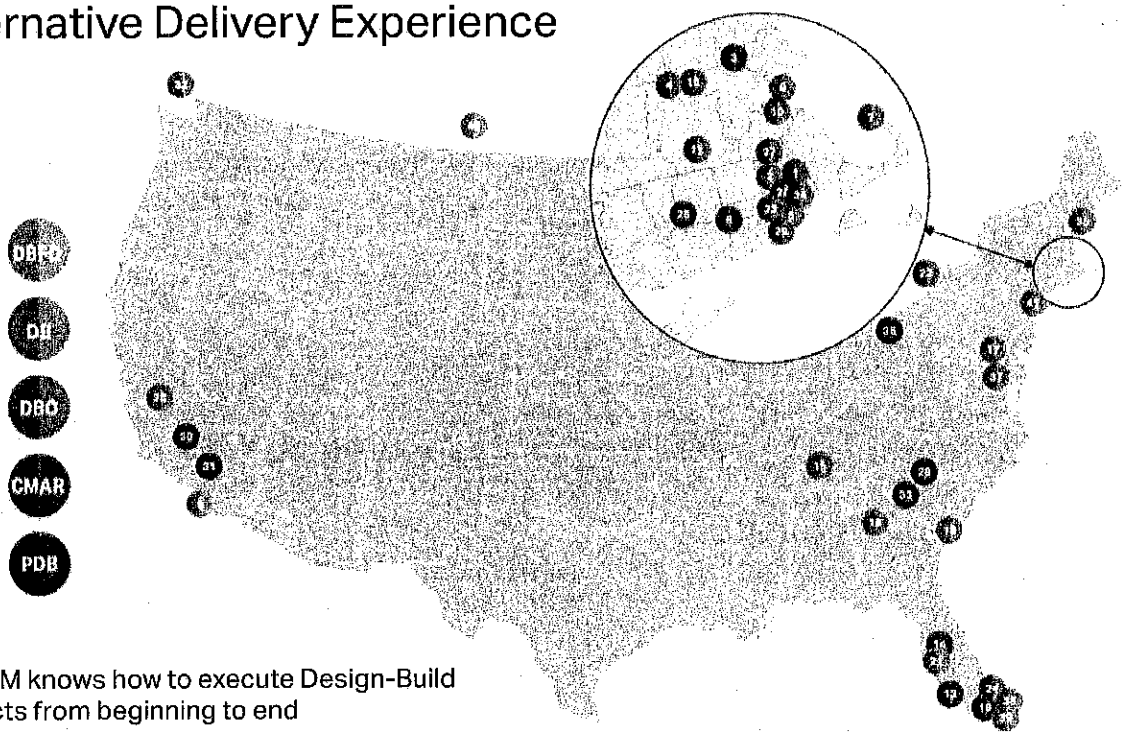
Additional MBE/SDVOB Subconsultants

In addition to Nova, we have agreements in place with **CSA Group (certified MBE firm)** and **Hayduck Engineering (certified SDVOB)** to provide construction oversight services and will strive to include additional disadvantaged firms to our team in support of the local economy.

Below and on th next page are examples of AECOM's experience with similar design-build, program and construction management, and our extensive portfolio of high profile projects and programs across North America. This experience helps us keenly understand the unique nature of water/wastewater infrastructure design-build, assess the project from every perspective, and help us develop procurement documents that minimize risk and maximize best value.

Select AECOM North American Alternative Delivery Experience

Figure 2.3



AECOM knows how to execute Design-Build projects from beginning to end

	Project Name	Size MGD	Water/ WW	Construction $ Value
1	Cranston, RI	23	WW	$15 M
2	FPL, Cranston, RI	6.5	WW	$23 M
3	AES Londonderry, NH	4	WW	$7.5 M
4	Gardner, MA	3	Water	$9 M
5	Newport, RI	10.7	WW	$11 M
6	Beverly Hills, CA	3.5	Water	$20 M
7	Taunton, MA	8.5	WW	$11 M
8	Foxwoods, Ledyard, CT	3.6	WW	$17.6 M
9	Lynn, MA	14	WW	$15 M
10	Massachusetts Water Resources Authority	115	Water	$88 M
11	Holyoke, MA	103	WW	$24 M
12	Lee County, FL	0.4	WW	$20 M
13	Hilton Head, SC	3	Water	$12 M
14	Seminole Tribe of Florida, FL	0.8	Water	$24 M
15	Nashville, TN	N/A	Biosolids	$117 M
16	Devens Commerce Center, MA	4.5	WW	$16 M
17	Carroll County, MD	7	Water	$27 M
18	Gwinnett County, GA	N/A	Collection	$23 M
19	Davie, FL	6	Water	$120 M
20	East Providence, RI	10	WW	$54 M

	Project Name	Size MGD	Water/ WW	Construction $ Value
21	Sarasota, FL	1	Water	$25 M
22	Toronto, Ontario, Canada	N/A	SSO	$75 M
23	Newport, RI	7	Water	$64 M
24	Hialeah, FL	10	Water	$60 M
25	CT Water Company, CT	9	Water	$28 M
26	City of Davis, CA	8.4	WW	$70 M
27	Provincetown, MA	.75	WW	$40 M
28	Belmont Pipelines, NC	N/A	Water	$6.1M
29	Newport, RI	16	WW	$40 M
30	Stockton, CA	33	WW	$150M
31	Rialto, CA	11.7	WW	$90 M
32	Victoria, BC	23.7	WW	$272 M
33	Spartanburg, SC	64	Water	$30M
34	Woonsocket, RI	7	Water	$53M
35	Portland, ME	N/A	WW	$40M
36	Lakewood, Ohio	5	WW	$7M
37	Washington, DC	500	WW	$215
38	Miami, FL (Govt Cut)	N/A	WW	$77M
39	Miami, FL (Norris Cut)	N/A	WW	$72M
40	Regian, SK	24	WW	$180M
41	Javits Convention Center, NY	N/A	BLDG	$1.3 B

Figure 2.4

AECOM is a trusted leader in delivering water and wastewater infrastructure programs all over the world. This map shows the locations of over 40 major programs that AECOM has managed or is now managing in North America.



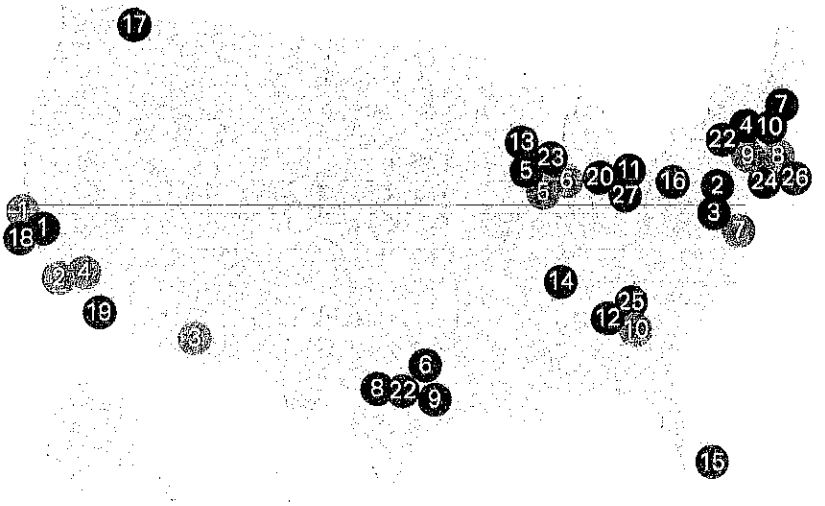
1 Water System Improvement Program, San Francisco, CA



3 Water Pollution Control Plant Upgrade, Arlington, VA



5 Water System Capital Program, Chicago, IL

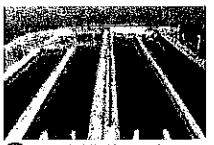


Selected Water/Wastewater PM Assignments

Selected PM Assignments in Other Market Sectors



2 Blue Plains Advanced Wastewater Treatment Plant, Washington, D.C.



4 R&D/BNR Upgrade Program, New York, NY



6 Tarrant Regional Water District and Dallas Water Utilities, Texas/Integrated Water Pipeline, TX



7 MWRA Boston Harbor Cleanup, Boston, MA



8 Clean Water Program, Austin, TX



9 Groundwater Reduction Program, North Harris County, TX



10 Hartford On-Call Sewer Rehab Program, CT



11 CSO Long Term Control Plan Program Management, Akron, OH



12 CSO Program Management & Design Services, Atlanta, GA

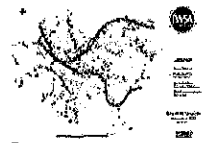


13 Milwaukee Metro Sewerage District/ Collection and Treatment System Improvements, WI



14 Overflow Abatement Program, Nashville, TN

15 Miami-Dade Wastewater System Priority Projects Program, Miami, FL



16 Pittsburgh Consent Order Compliance Program, PA



17 Spokane CSO Reduction Program, WA



18 Sewer System Improvement Program, San Francisco, CA



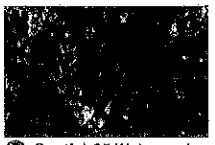
19 San Diego Wastewater System Improvements Program, CA



20 Water Program—Prof. Const. Mgt., Toledo, OH



21 New York City Wastewater Resiliency Program, NY



22 South I-35 Water and Wastewater, Austin, TX



23 PM + Construction Engineering Services, Chicago Dept. of Water Management, IL



24 Passaic Valley Sewerage Commission Program Management Services, Newark, NJ



25 Capital Improvement Projects Program Management Services, DeKalb County, GA



26 Development of CityOwide CSO LTCP, New York, NY



27 Water Supply & Treatment Prof. Const. Mgt. Program, Columbus, OH



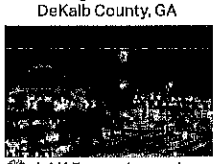
28 MTA/Central Subway, San Francisco, CA



29 Alameda Rail Corridor, Los Angeles, CA



30 Arizona DOT/Valley Freeway Program, Various Locations, AZ



31 LAX Expansion and Modernization, Los Angeles, CA



32 Chicago O'Hare International Airport, Chicago, IL



33 Illinois State Highway Toll Authority, IL



34 DOD Pentagon Renovation Program, Washington, D.C.

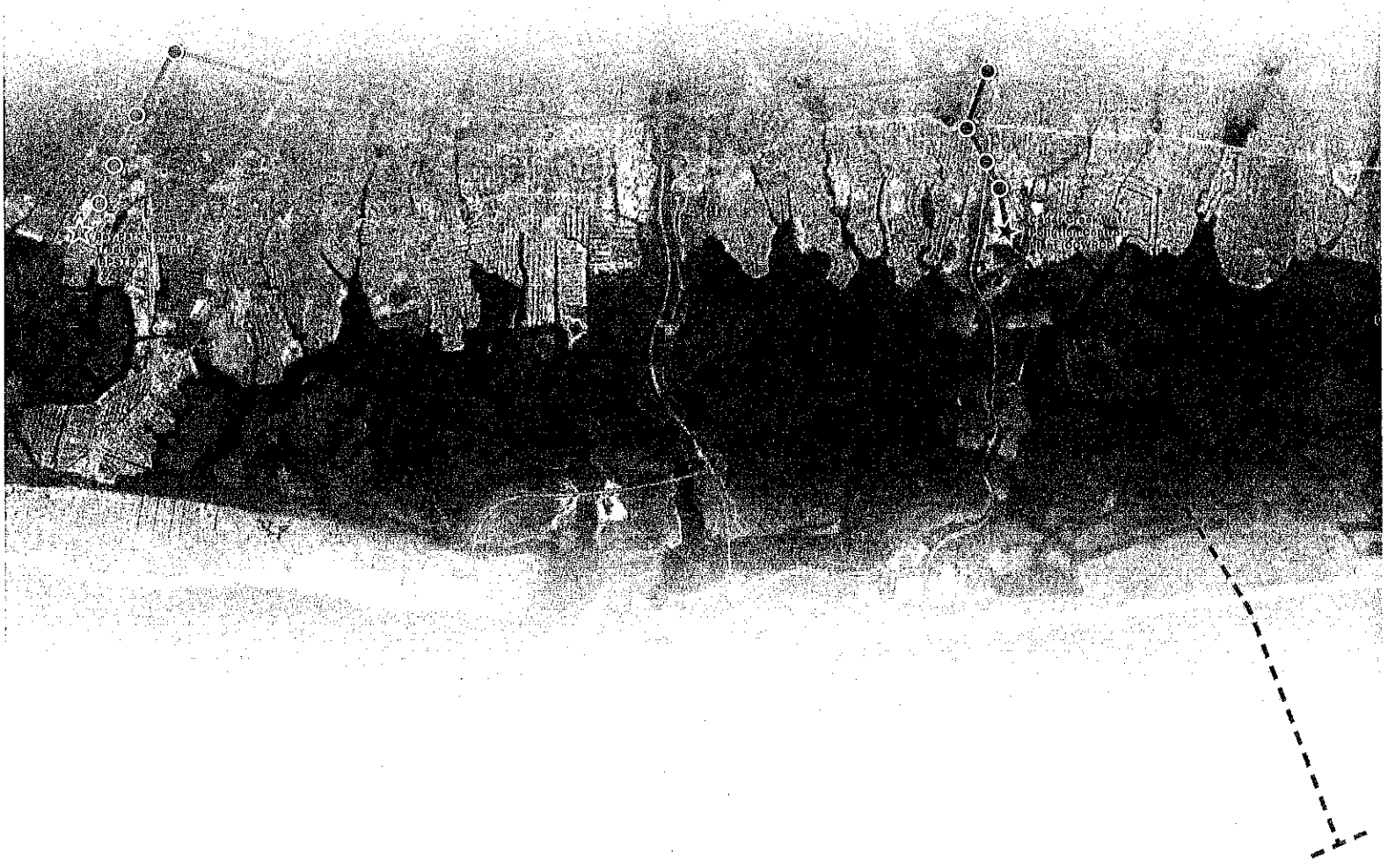


35 New York City Transit/ Second Avenue Subway, New York, NY



36 New York City Econ. Development Corp. Yankee Stadium Redevelopment

3
Staffing Plan



3. Staffing Plan

Benefits of the AECOM Team

- ✓ Nationally recognized specialists in wastewater design-build procurement, deep knowledge of the wastewater contracting community, and expertise with treatment plant, pump station and micro-tunnel design and construction.
- ✓ A team that brings the blend of program management for wastewater design build projects nationally and direct experience with design build projects in New York State.
- ✓ Experts that have been intricately involved with this project for years and that understand the risks and issues which will provide for sound mitigation measures for successful delivery with minimal disruption.
- ✓ Most importantly, local key staff who understand the community, its culture and impacts this project could have on the people living and working in Nassau County.

Given that this a first of its kind project for this area, we have selected a balanced team that brings national expertise and lessons learned from implementing similar water/wastewater infrastructure projects across North America and combines them with experts in implementing design-build projects in New York State and technical leads experienced on the various aspects of this project. We looked at various staff with design-build experience within our organization before settling on this particular team. We strongly believe that these key leaders and advisors represent the best AECOM North America has to offer to assure project success.

National Design-Build and Technical Experts

It takes a special team to understand all the nuances and seamlessly fold them into a fully integrated and operational project. Our project leadership includes staff that have provided program management services for design-build water/wastewater infrastructure projects from all perspectives and have assisted owners with all aspects of the design-build process on award winning projects. Additionally, our staff brings national and global experts in the fields of tunneling, large pipeline rehabilitation, pump stations, and wastewater facilities. Few teams can bring this level of national expertise on both design-build and the technical expertise of AECOM.

Local Design-Build and Construction Experience

Our team includes several advisors who have provided design-build services in New York State including setting up initial procurements for design-build for the Javits Center upgrade, helping update the NYS DOT design-build guidance documents, and providing design services as part of the design-build for the LIRR 3rd Track. This experience gives us a unique insight into the implementation of design build projects in NYS. This experience is further enhanced by our team's construction and program management experience on some of the largest tunnel infrastructure projects in downstate New York. This combined experience will help us develop procurement documents that are consistent with previous NYS design-build procurements while minimizing risks associated with the construction of this project.

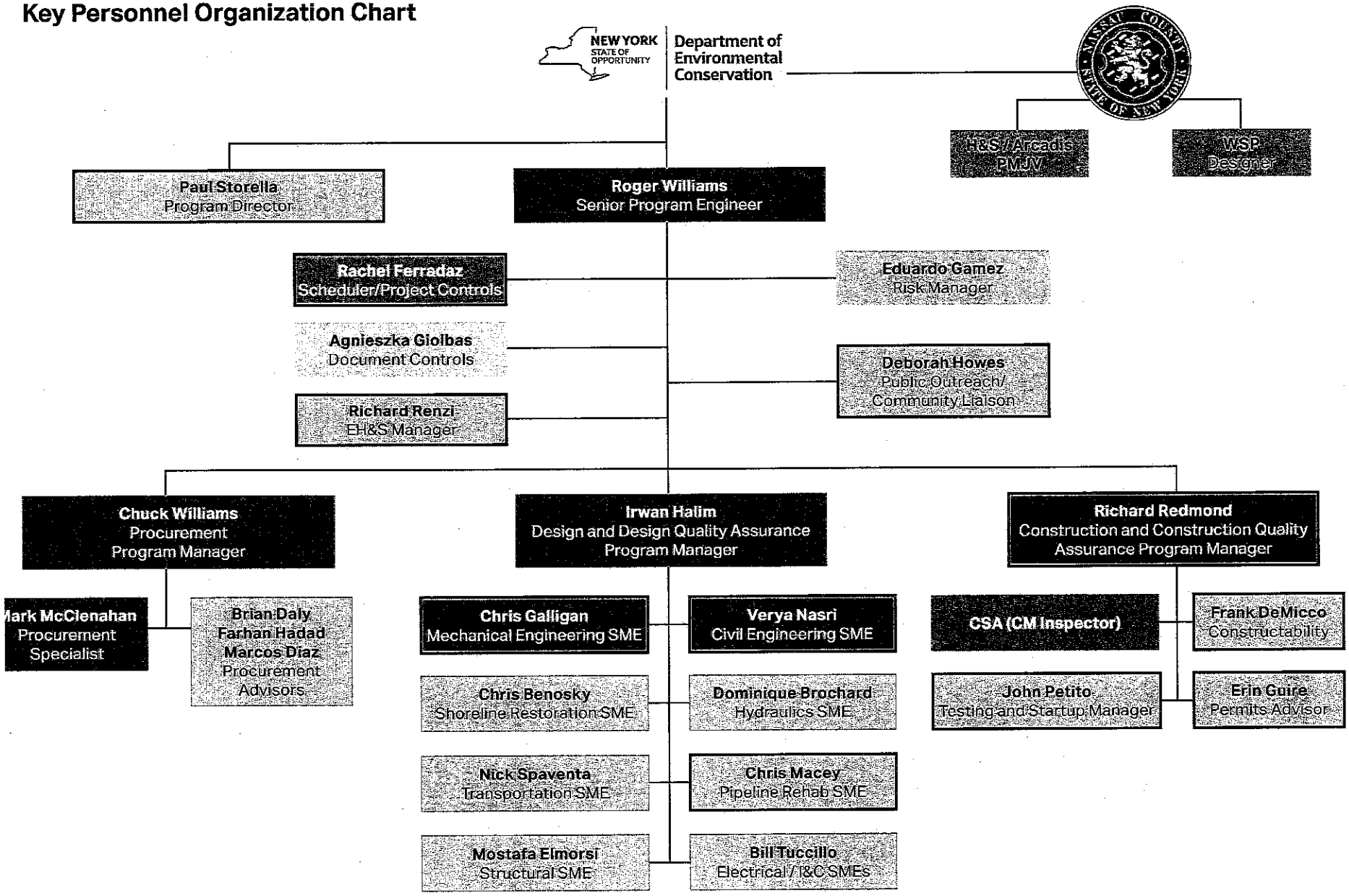
Unique Understandng of the Project

The AECOM team brings local knowledge and understanding of this project and the areas in which we will be working. Our experience working with Nassau County on the Sunrise Highway Aqueduct Investigation and Assessment, Bay Park Sewage Treatment Plant - Effluent Pumping Facility Improvements and Raw Sewage Pumping System Improvements have enabled the AECOM team to talk to Nassau County's staff and get a thorough understanding of their perspective on this project. Having heard the many concerns, ideas, and potential challenges, we can help engage the County and its sub-consultants in a more substantive manner.

Project Organization Chart

On the following page is our organization chart showing the reporting structure and relationships to the eight key positions named in the RFQ. Also shown are key advisors and support staff. In this section are brief profiles of our key team members and their *Key Personnel Resume Forms*, ***Attachment 3.2***, are included in the Appendix. Resumes for all team members are available if needed or upon request.

Key Personnel Organization Chart



RFQ Identified Key Personnel

AECOM | M/WBE Sub

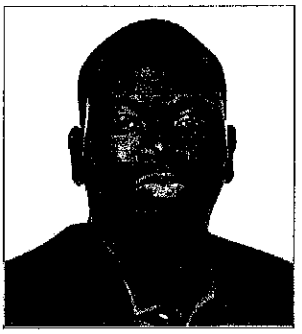
Other Key Personnel

AECOM | M/WBE Sub

Dark Border Indicates BPSTP, CCWPCP, Aqueduct Inspection Experience

*A technical support team of project engineers and discipline leads will be provided under these key personnel as needed and to meet the project needs.

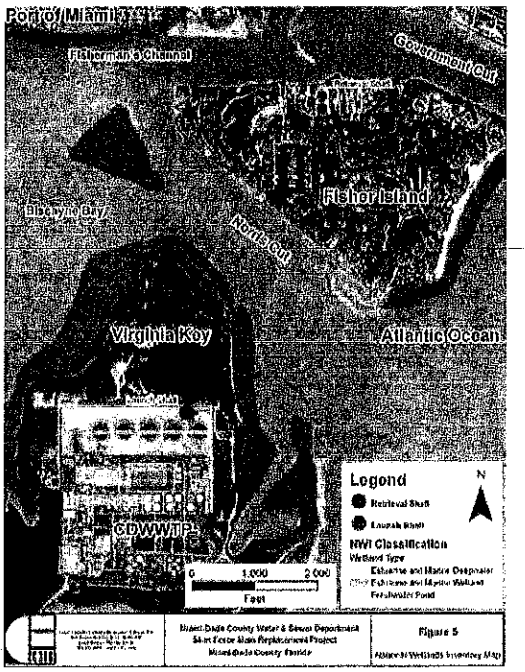
A conversation with Senior Program Engineer **Roger Wiliams**



Over his professional career focused on water and wastewater design and construction of capital projects, **Roger has continually succeeded as an advocate, owner representative and partner with large municipal owners to successfully plan, procure and manage numerous complex conveyance projects involving pump stations, large pipelines, and trenchless installations**. Those projects have presented a wide range of technical challenges such as very limited site access, traversing sensitive environmental habitats and congested urban corridors, complex piping connections in deep excavations and below sea level, and demanding regulatory/stakeholder requirements.

ROGER'S EXPERIENCE PROVIDING PROGRAM MANAGEMENT AND OWNER'S REPRESENTATIVE SERVICES ON DESIGN-BUILD PROJECTS

Over the last 10 years, **Roger has focused on serving as Owner Representative to plan and utilize design-build project delivery that promotes innovation and reduces Project schedule, owner risk, cost growth and disputes.** Rodger has practiced and refined his knowledge and skills in design build to maximize its potential for owner benefits, while maintaining owner confidence that design build will meet the owner objectives and expectations. Some key lessons learned include minimizing owner risk with a thorough project definition that minimizes overall project risk, and carefully defining the technical requirements to retain design risk transfer to the design-builder. **Roger's leadership and commitment to the DB delivery system is integral to his successes as a Project Manager, Design Criteria Engineer of Record, and Owner's Representative** for landmark DB projects including the award winning: $77M Government Cut Utilities Replacement Project; Norris Cut Tunnel Project; 48-inch Miami Avenue Force Main project; and **54-inch Miami Beach Redundant Main which was 2017 Trenchless Project of the Year, representing the longest 54-inch HDPE directional drill ever accomplished in the Southeast United States**.



ON WHAT MAKES THIS PROJECT INTERESTING TO ROGER

I am truly excited about opportunity assist NY State DEC and Nassau County with this major Design-Build Diversion Project undertaking, which promises to improve water quality of the bay and ultimately provide a more resilient community for years to come. ***Specifically, the pump station, microtunneling, directional drill, and large pipe rehabilitation work are closely aligned to similar DB project works in which I've served successfully as Owner's Advocate and Representative.*** *In those previous roles, I've led and guided the project in partnership with the owner from concept through completion to meet schedules, budget requirements and quality expectations. One key element of success is quickly mobilizing the project team, clearly defining roles, responsibilities and objectives, and initiating the control systems to monitor and measure results.* ***The Bay Park project is a great opportunity for NY State and the County to meet both environmental and community needs, and I'd be honored to be selected to support NYS DEC to make it a landmark project that sets a high standard of success.***

SENIOR PROGRAM ENGINEER

Roger has 18 years of planning, design, permitting, construction and program management for design-build projects with experience specializing in water and wastewater utilities. His extensive design-build experience on pipelines installed with a variety methods and tunnels up to 12-foot in diameter in both urban and suburban settings will him allow him to identify and mitigate any risks on this project.

KEY PERSONNEL

Roger Williams, PE



Roger has done design-build and program managment for design-builds as well as analyzed, designed, permitted and managed the construction of small and large diameter pressurized and gravity flow pipelines and tunnels ranging from 6-inches to 12-foot in diameter. His expertise has included numerous installation methods such as the traditional open cut methods and trenchless installations such as horizontal directional drill (HDD), Micro-tunneling (MT) with casings, and Tunnel Boring Machine (TBM) tunnels with precast concrete segmental liners.

Senor Program Manager

Roger Williams, PE

KEY STAFF

PM for Procurement
Chuck Williams, PE

Design/QA PM
Irwan Halim PhD, PE

PM for Construction/QA
Rich Redmond,, PE

Mechanical SME
Chris Galligan, PE

Civil SME
Verya Nasri

Procurement Specialist
Mark McClenahan, CPE

Scheduler
Rachel Ferradaz, PE
Nova Consulting **(M/WBE)**

FIRM AFFILIATION

AECOM
Prime Consultant

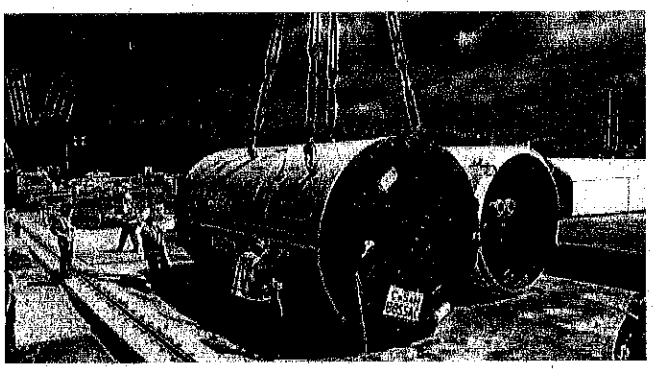
EXCEEDS THE RFQ REQUIREMENTS

- 18+ total years experience
- 7+ years of qualifying design and design QA experience in the last 15 years
- 6 design-build projects
- 2 projects valued $50M+
- Professional Engineer
  Florida [redacted]
  New York license in progress

KEY RESPONSIBILITIES

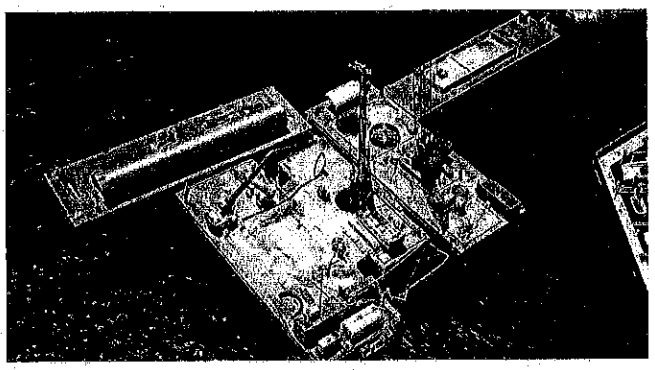
- Roger will lead the team and serve as an advocate for NYS in the planning, procurement and provide oversight of design and construction for the design-build delivery of the Bay Park diversion project

RELEVANT EXPERIENCE



Norris Cut Force Main Tunnel

Design-build criteria professional for the implementation of 5800 ft of 10-foot diameter TBM force main tunnel under the Norris Cut Channel, and 2700 ft. of 60-inch open cut PCCP installation in Virginia Key in Miami.



Government Cut Sewer Force Main

Owner's Rep and design criteria for design-build of 1200 linear feet of 72-inch microtunnel and 1100 linear feet of 60-inch microtunnel with steel casings under the Government Cut and Fisherman Channels.

SENIOR PROGRAM ENGINEER
ROGER WILLIAMS, PE

Highlighted Project Experience

Miami-Dade Water and Sewer Department, Design-Build Criteria Package for the Replacement of the 54-inch Force Main and 20-inch Water Main Crossing the Government Cut and Norris Cut Channels, Miami, Florida. Design criteria engineer of record and technical lead providing engineering and limited construction support services in developing a design-build criteria package for replacement of the 54-inch-diameter force main that extends from Miami Beach to the Central District wastewater treatment plant, and the 20-inch-diameter water main between Port Island and Fisher Island. Project entails development of design criteria, technical requirements, specifications, geotechnical baseline report, engineering drawings, environmental resource permits, and acquiring the land rights to support the replacement of the water and sewer utilities via: 8,200 linear feet of 12-foot-diameter tunnel with segmental liners; 900 linear feet of 60-inch micro-tunnel with steel casing; and 1,200 linear feet of 72-inch micro-tunnel with casing, all installed 80 feet below grade.

Collier County Master Pump Station 306, Collier, FL: Task Manager and EOR for the design of 185 linear feet of 42-inch Microtunnel with steel casing containing a 24-inch PVC a carrier main under US-41, and in the vicinity of Entrance Street. Elements included: trenchless design; 20 ft. deep shafts; instrumentation and monitoring plan; and ancillary venting systems for O&M.

City of Miami Beach, Design-Build Criteria and Construction Management Services, Installation of 54-inch Redundant Force Main on Washington and Euclid Streets, Miami Beach, FL: Project manager/construction manager for the development of design criteria, technical specifications, 30% design drawings and overall construction management for the installation of 4600 linear feet of 54-inch Redundant Force main by micro-tunneling (pipe jacking) using a minimum of three shafts, and 700 linear feet of 54-inch open cut installation. The projects was subsequently value engineered to a 3300 linear foot 54-inch outside diameter HDD which is a record drilling effort in the SE United States.

Miami-Dade Water and Sewer Department, Miami Avenue 48-inch FM Design-Build, Miami, FL: Design-build engineering manager for the 13,000 linear of 48-inch PCECP Force main, 5,000 linear feet of 12-inch Water main improvements, 1000 linear feet of 24-inch drainage, and 72-inch Jack and bore crossing along Miami Avenue, NW 2nd Avenue, and NW 1st Avenue.

Miami-Dade Water and Sewer Department, 48-inch Downtown Water Main Loop Design-Build, Miami, FL: Task Manager and technical lead for the detailed design, and development of design criteria for three Micro-tunnel crossings consisting of a 72-inch steel casing and 48-inch DI carrier pipeline along NW 1st Avenue and 7th street, NW 1st Avenue and NW 12th Street, and Biscayne Blvd and NE 5th Street. Lead the efforts including alignment studies, staging plans, establishing contract work areas, and development of the Geotechnical Baseline Report.

Miami-Dade Water and Sewer Department, 72-inch PCCP Redundant Main at Preston WTP, Miami, FL: Project Manager for the design and construction of 1200 linear feet of 72-inch PCECP main along West 2nd Avenue, between 11th and 13th Streets, and the associated water, sewer, and drainage relocations. The project entailed four complex interconnections to an existing active Interpace-era pipe with provisions for mitigating risks and contingency plans.

South Florida Water Management District, Everglades Agricultural Area Conveyance and Regional Treatment (ECART) Geotechnical Services, West Palm Beach, Florida. Design engineer providing geotechnical evaluation and analytical services to support the assessment of various alternatives for new canals, associated levees, control structures, and pump stations for the agricultural treatment area. Involved in the development of the geotechnical testing scope of work; review and analysis of geotechnical surveys; development of boring logs and lithological profiles using gINT; and soil stability analysis.

South Florida Water Management District, Kissimmee Basin Modeling and Operations Study, Florida. Participated in the assessment and planning effort to evaluate how hydrologic operating criteria for existing water control structures can be modified to achieve a satisfactory balance among competing water objectives. Involved in the development and evaluation of target time series, analysis of river performance parameters/measures, development of screening and ranking tools to assess the cost and benefit of implementing new structures, and conceptual design of hydraulic structures/features which included culverts, gated structures, weirs, spillways, plugs, and artificial wetlands.

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PROGRAM MANAGER FOR PROCUREMENT

"Procurement support will be critical throughout this program. I'm interested in learning more about NYS DEC's objectives and collaborating to develop procurement documents and procedures that achieve these goals. Working together, we can develop an approach that will make certain that the project has a good path forward on construction."

KEY PERSONNEL

Chuck Williams, PE, DBIA, PMP



Chuck is a nationally recognized authority on alternative delivery methods and procurement for capital projects, specifically Design-Build, CMAR and P3 arrangements. Chuck specializes in Owner Project Delivery Services for planning, procurement and project execution of alternative project delivery methods. He has over 30 years of experience in water and wastewater facilities including conveyance and collection systems. Chuck serves on DBIA's National Water Committee and represents AECOM on the Water Design-Build Council.

PM for Procurement

Chuck Williams, PE, DBIA, PMP

PROCUREMENT STAFF

Procurement Specialist
Mark McClenahan, CPE

Procrement Advisors
Brian Daly

Farhan Hadad

Marcos Diaz

FIRM AFFILIATION

AECOM
Prime Consultant

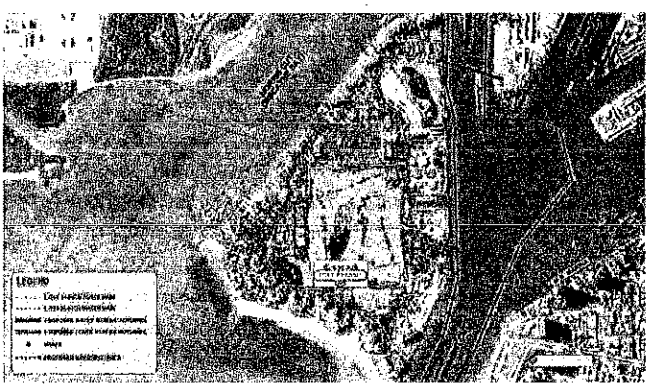
EXCEEDS THE RFQ REQUIREMENTS

- 30+ total years experience
- 8+ years of qualifying procurement experience in the last 15 years
- 25 design-build projects
- Multiple projects $50M+ totally approximately $2 billion in construction
- Professional Engineer [redacted]

KEY RESPONSIBILITIES

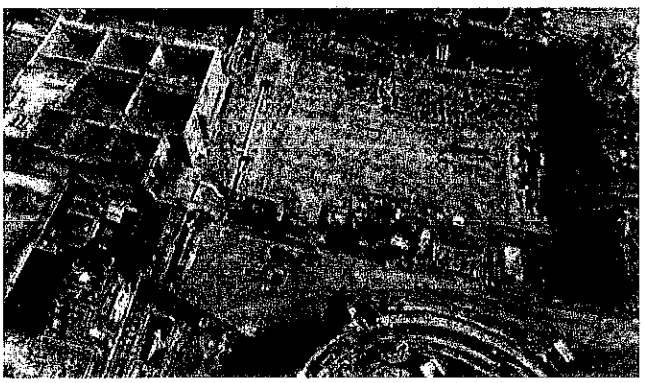
- Chuck will lead the development of procurement requirements and processes for procurement, as well as contracting documents and contract administration requirements for the design-build contract

RELEVANT EXPERIENCE



Government Cut Sewer Force Main

Led DB procurement and contract documents development, including planning workshops, and the RFQ, RFP and DB contract.



DC Water Tunneling Dewatering Pump Station

Led DB procurement of a CSO project, 250 mgd expandable to 500 mgd, consisting of a 135-foot deep tunnel dewatering pump station and enhanced clarification facility.

PROGRAM MANAGER FOR PROCUREMENT

CHUCK WILLIAMS, PE, DBIA, PMP

Highlighted Project Experience

Miami-Dade Water & Sewer Dept., Government Cut, Fisherman's Channel, and Norris Cut Channels in Biscayne Bay, FL. Led DB procurement and contract documents development, including planning workshops, and the RFQ, RFP and DB Contract for three separate projects consisting of utility tunnels and collection sewers to the WWTP under Government Cut, Fisherman's Channel, and Norris Cut Channels in Biscayne Bay.

DC Water & Sewer, Combined Sewer Overflow, Washington DC. Led DB procurement of a CSO project, 250 mgd expandable to 500 mgd, consisting of a 135-foot deep tunnel dewatering pump station and enhanced clarification facility to collect, treat, and discharge treated storm water into the Potomac River. $220M.

Los Angeles Dept. of Water & Power, Water Supply Reservoir Replacements, CA. Led CM/GC procurement for Water Supply Reservoir Replacements project, including two reservoir replacements, 110 MG, concrete tanks below grade, treatment facility, pipelines, pump station, environmental restorations, hydro power facility, and at-grade recreation enhancement; $230M. Developed RFQ, RFP documents, and assisted Legal in CM/GC contract development. Developed the Risk Management Plan that identified, evaluated and provided strategies for avoiding, transferring or managing to mitigate individual risks. Supported LADWP to manage the RFQ and RFP processes, trained and supported the LAPWD Evaluation Committee in proposal reviews, interviews and final GM/GC selection.

San Jacinto River Authority (SJRA), CM/GC Procurement of a Surface Water Facilities Project, TX. Assisted the SJRA in CM/GC procurement of a Surface Water Facilities Project; 120 mgd raw water intake and pumping station; 30 mgd water treatment plant; high service pumping station; treated water storage and ancillary facilities.

City of Phoenix Water Dept., 91st Ave. Wastewater Plant Upgrade/ Expansion, AZ. CM/GC Project Director to execute the 91st Ave. Wastewater Plant Upgrade/ Expansion project that added process lines and increased flow from 165 mgd. to 205 mgd. Three sequential GMP work packages included site improvements, facilities construction, and equipment purchases. $110M.

Salt Lake City New Water Reclamation Project (NewWRF), Salt Lake City Dept. of Public Utilities. CM @ Risk delivery of a new 56mgd Water Reclamation Facility Project includes the following main facilities: biosolids dewatering facility, chemical feed facility, thermal drying facility, administration / operations building, influent pump station, screenings and grit facility, primary and secondary Clarifiers, Biological Nutrient Removal (BNR) Reactors, Post-aerobic digestion (PAD) process, disinfection thermal alkaline hydrolysis, odor control, combined heat & power (CHP) improvements, including new generators, electrical primary power substations, new standby generators and new electrical power distribution equipment and duct bank. Led procurement planning and development of RFQ and RFP documents, and development of the 2-part CM@ Risk Contract. Planned and conducted Owner workshops to review documents and address risk and commercial issues. Developed evaluation and review procedures for

84-inch Interceptor Project, City of San Jose, CA. Led Design-Build procurement planning, risk management and RFQ and RFP documents, and Design Build Contract in coordination with Owner and City legal. Conducted workshops, reviews and presentations. Assisted and provided orientation of Selection Committee for evaluation of proposals and Design Builder selection. Led Design-Build procurement planning, risk management and RFQ and RFP documents, and Design Build Contract in coordination with Owner and City legal. Conducted workshops, reviews and presentations. Assisted and provided orientation of Selection Committee for evaluation of proposals and Design Builder selection.

Miami Avenue 48-inch Sanitary Sewerage Force Main and Utility Upgrades, Miami Dade Water & Sewer. Design-Build for construction of 15,000 linear feet of 48-inch sanitary sewerage FM; 7000 linear feet of 12-inch water main; and 2,000 linear feet of drainage improvements in urbanized Miami Beach. Numerous trenchless crossings utilized to avoid traffic issues. Project involved extensive permitting with USCOE, FDOT, FEC, City of Miami Beach, and Miami Dade County, and elaborate maintenance of traffic plans. Public outreach and meetings were extensive. Reviewed and commented on procurement process and schedule, procurement RFQ and RFP documents and Design Build contract. Coordinated with Project team to modify documents and present to Owner. Revlewed design and construction issues that occurred during implementation for contractual basis and resolution.

PROGRAM MANAGER FOR DESIGN AND DESIGN QUALITY ASSURANCE

Irwan brings extensive experience in design and construction of mined and cut-and-cover tunnels and structures in both soft ground and hard rock; TBM-driven, drill-and-blast, and NATM/SEM excavationsnels including major SEM and large TBM-driven tunnels up to 43 feet in diameter, and major transit and wastewater tunnels.

KEY PERSONNEL

Irwan Halim, Phd, PE



Dr. Halim has extensive experience in geotechnical and underground projects in the US and abroad. He has provided engineering and design services for major water/wastewater and transit agencies as well as other research and commercial institutions throughout the United States and Canada, and is a nationally-recognized specialist in his field.

PM for Design

Irwan Halim, PhD, PE

DESIGN PM STAFF

Mechanical SME
Chris Galligan, PE

Civil SME
Verya Nasri, PE

Additional SMEs Available As-Needed

Shoreline Restoration
Transportation
Structural
Hydraulics
Pipeline Rehabilitation
Electrical/I&C

FIRM AFFILIATION

AECOM
Prime Consultant

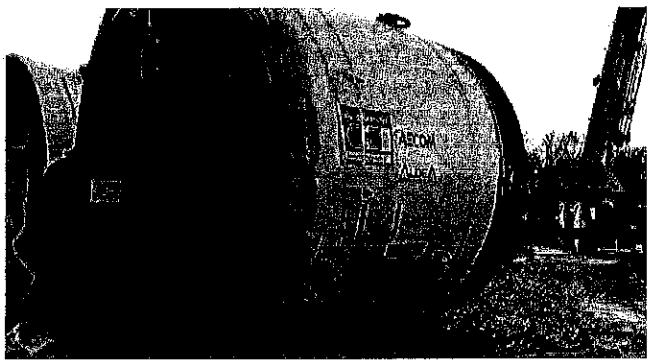
EXCEEDS THE RFQ REQUIREMENTS

- 29 total years of experience
- 11.5 years of qualifying design and design QA experience in the last 15 years
- 4 design-build projects
- 6 projects valued $50M+
- Professional Engineer New York [redacted]

KEY RESPONSIBILITIES

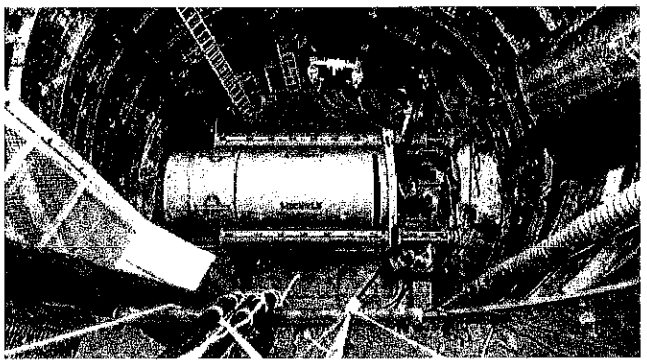
- Dr. Halim will provide design quality review and design quality assurance

RELEVANT EXPERIENCE



Blacklick Creek Sanitary Interceptor Sewer

Led design and design quality assurance for construction of approximately 23,000 LF of 10-foot finished diameter tunnel in mixed soft ground and rock by EPBM, lined with precast concrete segmental lining.



Lockbourne Intermodal Subtrunk Sewer

Design Manager for preliminary and final design engineering, provided engineering services during construction for 10,000 LF of 78-inch finished diameter sewer and another 7,000 LF of 60-inch finished diameter sewer placed in open cut.

PROGRAM MANAGER FOR DESIGN AND DESIGN QUALITY ASSURANCE

IRWAN HALIM, PHD, PE

Highlighted Project Experience

Columbus Division of Sewerage & Drainage, Blacklick Creek Sanitary Interceptor Sewer, Part 6C CIP No. 650, Columbus, Ohio. Tunnel engineer and design manager for management and supervision of design, which includes GDR, GBR, drawings, and specifiations. Conducted GBR workshops with the city of Columbus on risk management and allocation through baselining of ground conditions, which was subsequently adopted as a standard procedure for future projects.structures, and conceptual design of hydraulic structures/features which included culverts, gated structures, weirs, spillways, plugs, and artificial wetlands.

Columbus Division of Sewerage & Drainage, Big Walnut Augmentation / Rickenbacker Sanitary Interceptor - Lockbourne Intermo, Columbus, Ohio. Tunnel engineering and design manager responsible for managing and supervising the preparation of contract documents including GDR, GBR, drawings, and specifications.

Northeast Ohio Regional Sewer District Dugway South Relief and Consolidation Sewer, Cleveland, OH: 2015-2018, Tunnel Designer. Performed preliminary and final design engineering for 2,730 LF of 90" finished diameter TBM/hand-mined mainline tunnel in a mixed ground of glacial soil and shale bedrock, and 2,640 LF of 42" finished diameter relief sewer microtunneling in shale rock. An option for TBM tunneling was also provided for the microtunneling portion of the job with a grouted in pipe to serve as the final lining. Several short connection tunnels were hand-mined in both soft ground and rock. The new sewer connects to the previously completed Dugway West Interceptor Relief Sewer, or during wet weather events discharges its flow into the Dugway Storage Tunnel.

I-75 Modernization – Segment 3, Oakland County, Detroit, MI: 2018-Present, Tunnel Lead. The Segment 3 Project includes a large storage and drainage tunnel approximately 4 miles in length with an approximate inside diameter of 14.5 feet and a new pump station at the George W. Kuhn Retention Treatment Facility (GWK RTF). Performed preliminary tender and final design engineering for the tunnel segmental liner with steel fiber reinforcement. The tunnel is to be constructed in normally consolidated clay soils using non-pressurized face TBM.

South Airfield Detention Consolidation (SADC), Chicago O'Hare, IL: 2018-Present, Tunnel Lead. Performed preliminary design engineering and prepared contract technical requirements for approximately 6,300-foot long and 16-foot finished diameter tunnel to convey storm water from the Central Drainage Basin to be abandoned for future airport expansion, and into the newly expanded South Drainage Basin. The tunnel will have a limited ground cover of between 21 to 40 feet beneath active runways and taxiways with stringent settlement limits, and will cross beneath a depressed cargo roadway and tunnel to be maintained at all times during construction.

Big Walnut Sanitary Trunk Extension Phase 2, City of Columbus, OH: 2016-Present, Tunnel/Shaft Lead. Performed preliminary and final design engineering for approximately 10,210 LF of new 72-inch finished diameter sewer tunnel that connects to the previously built sewer under an earlier phase project. The tunnel will be built mainly in shale rock formations using a two-pass method with an open face main beam TBM. Ground improvement by jet-grouting may be required in areas where the tunnel crosses deep bedrock valleys. The project scope includes tunnel alignment review, subsurface geotechnical and hydrogeological investigations, and preparation of construction contract documents.

Northeast Ohio Regional Sewer District CSO 49/50R, Cleveland, OH: 2012-2013, Tunnel/Shaft Designer. Performed preliminary and final design engineering for approximately 600 LF of 60" finished diameter mined tunnel and 100-foot deep 14-foot finished diameter baffle drop structure in highly weathered shale bedrock. The tunneling was required to navigate a 75-foot change in ground surface elevation crossing through a zoo property and an active roadway. The project was part of installing approximately 2,500 LF new sewer outfalls to replace an existing failed system.

PROGRAM MANAGER FOR CONSTRUCTION AND CONSTRUCTION QUALITY ASSURANCE

With local experience in Nassau County, Rich understands not just the technical issues of the project, but also the community that it will ultimately serve. His knowledge of hands-on tunnel construction, having been a NYC contractor, will be advantageous in providing quality assurance for all construction activities.

KEY PERSONNEL

Richard Redmond, PE



In his 30+-year career in the heavy construction industry, Rich has served as part of a major contractor, as an independent contractor and as a consultant and owner's representative on projects ranging in value from $15 million to $8 billion. This experience has given him great insight into underground construction, including projects such as construction of Water Tunnel #3, Stage 2 – Brooklyn Tunnel, Second Avenue Subway, ConEdison's 1st Avenue Steam and the #7 Subway Line Extension. He will apply the important lessons learned to your project.

PM for Construction

Richard Redmond, PE,

CONSTRUCTION PM STAFF

Constructability
Frank DeMicco, PE

Testing and Start-up
John Petito

Permitting Advisor
Erin Guire

CM Inspectors
CSA - M/WBE Sub

FIRM AFFILIATION

AECOM
Prime Consultant

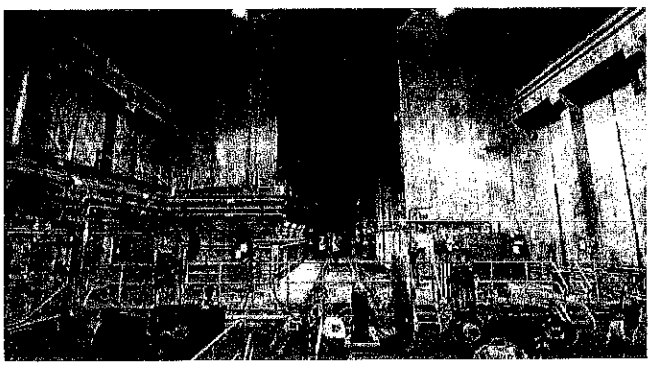
EXCEEDS THE RFQ REQUIREMENTS

- 7+ years of qualifying construction and construction QA experience in the last 15 years
- 7 design-build projects
- 5 projects valued $50M+
- Professional Engineer New York #[redacted]

KEY RESPONSIBILITIES

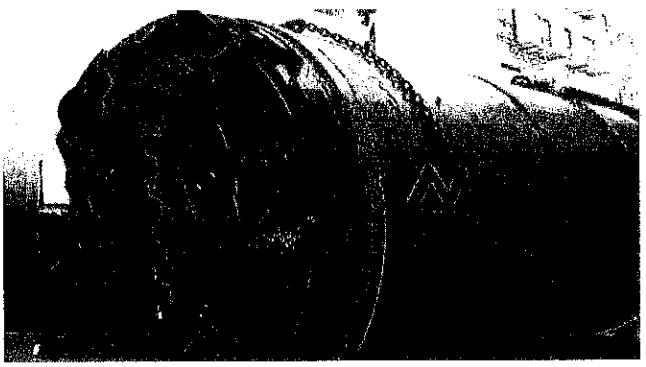
- Rich will lead construction oversight and quality assurance and inspection

RELEVANT EXPERIENCE



New York Water Tunnel #3

Responsible for the hands-on construction, having served as a contractor's superintendent, constructibility engineer, cost estimator and project engineer.



East River Repowering Microtunneling

Construction Manager, quality review/oversight on this DBB project onsisting of 2,100 feet of 60-inch soft ground slurry machine microtunnel, precast pipe lining, and six shafts 30 feet deep.

PROGRAM MANAGER FOR CONSTRUCTION AND CONSTRUCTION QUALITY ASSURANCE

RICHARD REDMOND, PE

Highlighted Project Experience

WT#3 Queens/Brooklyn Tunnel- Shaft 17B & 18B, NYCDEP, Queens & Brooklyn, NY. Mr. Redmond served as the Project Director/Design Manager for the $500M construction project. This project consisted of 2 Shafts, each of 40 ft diameter , 150 VF in Soft ground Using Ground Freeze, Drill Blast 550 VF in Rock, Connecting Adit to WaterTunnel #3, Outfit 7 Shafts with Mechanical, Electrical, Inspection and Repairs Contract of Existing Queens and Brooklyn Tunnels.

ConEdison East River Repowering Micro Tunnel, Consolidated Edison of New York, New York, NY. Served as Construction Manager on the $8-million design-bid-build project that consisted of 2,100 feet of 60-inch soft ground slurry machine micro tunnel, precast pipe lining, and six shafts 30 feet deep.

LIRR 3rd Track Design Build Procurement, 9.8 miles track/structures, LIRR, Long Island, NY. Served as Deputy Program Manager for this $1.35B construction of 9.8 miles of a new 3rd track from Floral Park to Hicksville. Including; 7 new undergrade road crossings, structures, retaining walls, pile foundations and station modifications.

07.08 Roadheader Tunnel Project, NsTec, Las Vegas, NV. Mr. Redmond served as the Cost Estimator for design services and construction services during this $42M construction project. The scope consisted of roadheader mining in $3,000psi volcanic tuff - 24x24ft horseshoe tunnels with a 51ft high alcove cavern.

Central Subway Tunnel Project, SFMTA, San Fransisco, CA. As the Program Manager for Project Construction, Mr. Redmond oversaw the $1.5M- Phase 2 portion of this Central Subway Project. This 1.7-mile light rail line extension will extend T Line rail service from the Bayview and Mission Bay to the downtown and Chinatown, approx. 1.7 Miles Twin EPBM tunnel, Slurrywall Construction, Tangent Piles, Top Down Station Construction , SEM / NATM Cavern Mining Chinatown Station.

South Hartford Conveyance Tunnel, MWD, Hartford, CT. Mr. Redmond served as Lead Tunnel Estimator for this $330M project which involved; cost estimating, constructability review, and scheduling for TBM Tunnel. This project was 21,400 LF of double shield precast segment TBM, 21ft inside diameter.

LA Regional Connector Project, LA Metro, Los Angles, CA. Mr. Redmond served as the Lead Estimator, providing cost estimating, constructibility review, and schedule analysis for the project that includes advanced conceptual engineering for a $1.2-billion underground transit link that will connect the Metro Gold, Blue, and Expo light rail lines in downtown Los Angeles. When completed, the 3-station, 1.9-mile tunnel alignment will create a 50-mile north-south LRT line from Claremont to Long Beach, and a 25-mile east-west line from East Los Angeles to Santa Monica.

MTACC – 2nd Ave Subway – 72nd St Station Cavern, Construction Manager – (3/10-8/11)**

$450 Million Station Drill & Blast Excavation/Concrete for 72nd St Station, Construction Manager**

MTACC – 7 Subway Extension, Construction Manager –(2/08 – 3/10)**

$1.1 Billion Station Excavation / Concrete / 12,000 LF of Segmental lined TBM bore tunnel, Construction Manager.**

***performed under Redmond Construction Engineering PLLC.*

MECHANICAL ENGINEERING SUBJECT MATTER EXPERT

With 38 years of experience, Chris specializes in mechanical process, plumbing systems, and HVAC for the design of wastewater/ water treatment plants. Chris has been involved in more than 35 conventional and numerous design-build projects.

KEY PERSONNEL

Chris Galligan, PE



Mr Galligan is AECOM's lead mechanical engineer. He has extensive experience in mechanical process, HVAC, and plumbing systems. He has extensive experience with design-build water, wastewater, and groundwater treatment projects. His responsibilities include managing/supervising construction, developing plans and specifications, selecting equipment, reviewing shop drawings, and quality assurance. Recent design-build projects include the $63M Lawton Valley and Station No. 1 WTPs in Newport, RI and the $107M Water Reclamation Facility and WTP in Davie, FL.

Mechanical Engineering Subject Matter Expert

Chris Galligan, PE

MECHANICAL STAFF

Additional SMEs As Needed

FIRM AFFILIATION

AECOM
Prime Consultant

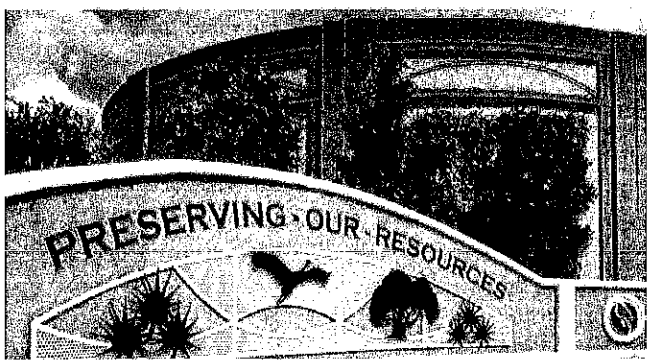
EXCEEDS THE RFQ REQUIREMENTS

- 10+ years of qualifying design and design QA experience in the last 15 years
- 6+ design-build projects
- 6+ projects valued $50M+
- Professional Engineer [redacted] also licensed in GA, HI, NH, OH, RI; NY license in process

KEY RESPONSIBILITIES

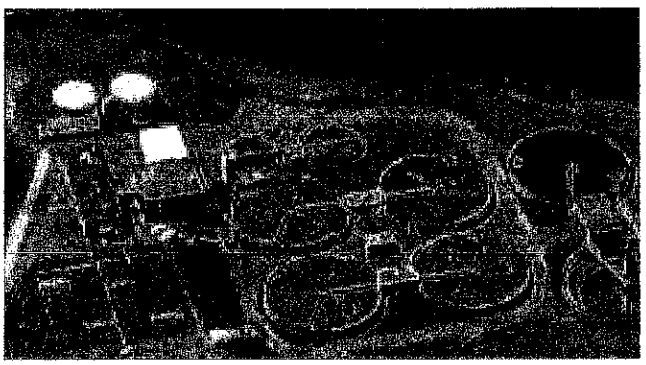
- Chris will apply his expertise in mechanical engineering to advise NYS DEC on project risks associated with various design concepts

RELEVANT EXPERIENCE



Davie, Florida Design-Build Reclamation Plant and WTP

Lead mechanical process engineer for a new 3.5-mgd average, 7.2-mgd reclamation facility. The plant consisted of influent screens, grit collection, membrane filtration, aerobic digestion, sludge dewatering, odor control, and UV disinfections.



East Providence WW Treatment and Collection

Lead mechanical process engineer for the upgrade of the city's 10.4-mgd average and 21.2-mdg peak flow wastewater collection and treatment facility including 10 mgd pump station.

MECHANICAL ENGINEERING SUBJECT MATTER EXPERT

CHRIS GALLIGAN, PE

Highlighted Project Experience

Town of Davie, Water Treatment Plant and Water Reclamation Facility Progressive Design-Build, Lead Mechanical Process Engineer, Davie, Florida. AECOM provided a progressive design-build approach for the services at Davie. At the heart of the project are a new 6 mgd water treatment plant (expandable to 12 mgd) and a 3.5 mgd expandable to 7mgd water reclamation plant. Because of a moratorium on use of the Biscayne surface aquifer, the water treatment facility takes brackish water from the Floridan aquifer and treat it using reverse osmosis (RO) technology. MBR technology was chosen for the water reclamation facility, thus allowing it to have a smaller footprint, and to be sited near users in the immediate vicinity and provide a treatment technology. This project was recognized as the 2014 project of the year by the Florida Region of DBIA.

City of East Providence, Wastewater Collection and Treatment Facility, Rhode Island. Mechanical process engineer for the upgrade of the city's 10.4-mgd average and 21.2-mdg peak flow wastewater collection and treatment facility. Treatment plant upgrades included new screens, new odor control and grit tank modifications, new biological treatment process, sludge pumping, new sludge dewatering system, new collection system 10-mgd pump station, and collection system repairs.

Fulton County, Big Creek Water Reclamation Plant Improvements Design-Build, Fulton County, Georgia. Mechanical engineer for the upgrade of the odor control system at the 24-mgd facility. Provided plans and specifications for the facility upgrade including new odor scrubbers, fans, chemical tanks, and ductwork.

City of Taunton, Wastewater Treatment Upgrade Design-Build, Taunton, Massachusetts. Managed the process design of the upgrade and modifications at the 9-mgd wastewater treatment plant, 22-mgd main pump station, and remote pump stations, involving a new screening facility, aeration tanks and blowers, sludge dewatering using centrifuges with progressive cavity feed pumps, and odor control systems.

General Electric, Wastewater Treatment Design-Build, Lynn, Massachusetts. Engineering manager for the design and construction of a waste oil recycling facility to process 600,000 gallons of wastewater and coolants yearly. Developed plans and specifications for plant design and supervised construction and start-up.

General Electric, Industrial Wastewater Treatment Plant Design-Build, Hooksett, New Hampshire. Project manager for the design-build of a 15-gpm industrial wastewater treatment plant, including neutralization, metal precipitation, and sludge-handling facilities.

Upton Department of Public Works, Wastewater Treatment Facility Planning, Design, and Construction, Upton, Massachusetts. Mechanical engineer for the upgrade of the 0.3-mgd wastewater treatment plant, providing plans and specifications for the grit collection, aeration, sludge thickening, clarification, filtration systems, and sludge storage, thickening, and pumping facilities.

Massachusetts Water Resources Authority, Deer Island Ancillary Modifications, Boston, Massachusetts. Participated in the design of ancillary modifications for the upgraded 350-mgd Deer Island wastewater treatment plant. Developed conceptual design reports and plans for the expansion of the Winthrop Terminal, odor control revisions at the primary screen room and distribution box, and HVAC improvements at the North Main pump station.

Massachusetts Water Resources Authority, Deer Island Lead Design Engineering, Boston, Massachusetts. Participated in design of the 350-mgd wastewater treatment plant on Deer Island for the MWRA's Boston Harbor cleanup project. Developed plans and specifications, reviewed shop drawings, and provided technical support during construction. Assisted in the design of the treatment system, which included facilities for grit removal, odor control, channel aeration, and pure oxygen, along with four batteries of covered stacked primary clarifiers, stacked secondary clarifiers, and oxygen reactors. Contributed to the design of the 400-mgd South System pump station, plantwide utilities, and secondary treatment systems.

CIVIL ENGINEERING SUBJECT MATTER EXPERT

Verya is a national expert in analysis and design of microtunnels and underground construction including working in soft-earth environments and in the presence of groundwater.

KEY PERSONNEL

Verya Nasri, PhD, PE



Verya brings more than 30 years of proven tunnel engineering experience, including extensive geotechnical and structural analysis as well as design and construction support for major underground projects. He is experienced in the analysis and design of cut-and-cover, NATM, and TBM-driven tunnels under a variety of ground conditions.

Civil Engineering Subject Matter Expert

Verya Nasri, PhD, PE

CIVIL STAFF

Additional SMEs As Needed

FIRM AFFILIATION

AECOM
Prime Consultant

EXCEEDS THE RFQ REQUIREMENTS

- 12+y ears of qualifying construction and construction QA experience in the last 15 years
- 10+ design-build projects
- 10+ projects valued $50M+
- Professional Engineer New Yo[redacted]

KEY RESPONSIBILITIES

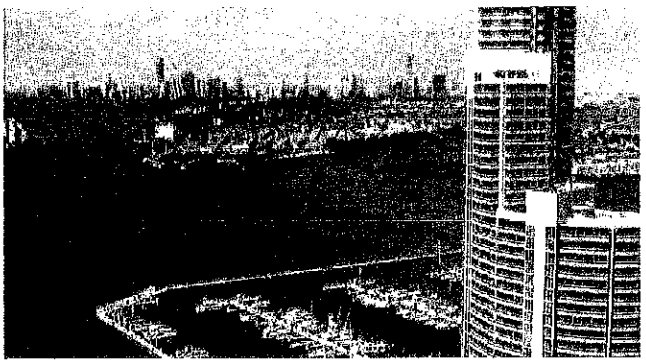
- Verya will provide expertise in civil engineering nd underground construction to advise NYS DEC on project risks associated with various design concepts

RELEVANT EXPERIENCE



Homestead Ave Interceptor Extension

Chief Tunnel Engineer for 3100 ft of a 72-inch internal diameter reinforced concrete gravity sewer pipeline bored by a pressurized face slurry machine microtunneling.



Government Cut Force Main Replacement

Lead Tunnel Engineer preparing preliminary design for bridging documents that were part of the design-build package for an existing force-main.

CIVIL ENGINEERING SUBJECT MATTER EXPERT

VERYA NASRI, PHD, PE

Highlighted Project Experience

Homestead Avenue Interceptor Extension, Hartford Metropolitan District Commission, Hartford, CT. Chief Tunnel Engineer for final design of approximately 3100 ft of a 72 in internal diameter reinforced concrete gravity sewer pipeline bored by a pressurized face slurry machine microtunneling TBM with an adjustable compressed air cushion in saturated soft varved silt and clay of downtown Hartford, CT. The project was built in five drives including one with a horizontal curve, the first in North America. There were also challenges with low ground cover, crossing major transportation routes, and limiting settlement within a highly urbanized downtown environment.

Government Cut Force Main Replacement, Water & Sewer of Miami Dade County, Miami, FL. Lead tunnel Engineer for preliminary design of an existing force-main currently in conflict with the dredging of a federal navigation channel, known as Government Cut, to deepen a major shipping channel and allow navigation of new Post-Panamax vessels that will be operating in the year 2014 upon completing the expansion of the Panama Canal.

Kensico-City Tunnel, New York City Department of Environmental Protection, New York, NY. Chief Tunnel Engineer for planning of a 16 mile long, 600 ft deep and 30 ft diameter water supply tunnel bored by hard rock TBM.

Water Treatment Plant No# 4, City of Austin, TX. Tunnel Specialist for peer review, value engineering and risk analysis of the raw water facilities including: an intake in Lake Travis, consisting of one deep water lake tap connected to an 8-foot diameter steel intake pipe, with inlet screens and isolation valves provided at three elevations; a 4,300 ft, 11 ft diameter raw water tunnel in limestone to convey raw water by gravity from the intake to a 30 ft diameter pump station shaft and suction cavity; A raw water pump station equipped with vertical turbine pumps.

Second Avenue Subway, Metropolitan Transit Authority, New York, NY. Chief Tunnel Engineer for the final design and construction support of 2.4 miles 22 ft diameter TBM tunnels, two large and shallow station caverns, crossover caverns, and ventilation shafts and tunnels in hard rock of downtown Manhattan.

South Hartford Conveyance and Storage Tunnel, Hartford, CT. Chief Tunnel Engineer for the final design of 4.1 miles, 25 ft diameter TBM tunnel conveyance and storage tunnel maximum 320 ft below ground surface in shale and basalt providing a minimum storage volume of 62 million gallons of untreated excess wet weather overflow. The project also includes a pump station located within a 70 ft wide and 80 ft high deep mined rock cavern.

Indianapolis Deep Rock Conveyance and Storage Tunnel, Indianapolis, IN. Chief Tunnel Engineer for the final design of 9.8 miles, 20 ft diameter TBM tunnel conveyance and storage tunnel 230 ft below ground surface in limestone providing a minimum storage volume of 54 million gallons of untreated excess wet weather overflow. The project also includes a pump station located within a 70 ft wide and 80 ft high deep mined rock cavern.

Los Angeles County Metropolitan Transportation Authority, Crenshaw Subway, Los Angeles, California. Lead tunnel engineer for tender design of 1.0-mile 22-foot excavated diameter TBM tunnels, and two cut and cover stations in saturated soft ground of downtown. [$1.5 billion]

California High-Speed Rail Authority, San Francisco to San Jose High Speed Train, California. Lead tunnel engineer for the feasibility study and conceptual design of 3.3 miles of 51-foot excavation diameter double track soft ground rail tunnel lined with segmental liner, cross passages, audits, and ventilation shafts through a high seismicity zone and under high groundwater pressure.

PROCUREMENT SPECIALIST

Mark is Is a seasoned procurement manager and certified professional estimator with significant experience with design-build and alternative delivery. He background has a strong emphasis on wastewater collection and water distribution projects..

KEY PERSONNEL

Mark McClenahan, CPE



Mark is a senior procurement and estimating manager with over 35 years of experience in precon-struction services, design-build, procurement, cost estimating, planning, risk management, scheduling, commercial/change management, and construction project management. He has provided procurement services and estimated and/or managed global water/wastewater, alterna-tive energy, manufacturing,and advanced technology projects, up to $5.5 billion in value.

Procurement Specialist

Mark McClenahan, CPE

PROCUREMENT STAFF

Procurement Advisors As Needed

Brian Daly

Farhan Hadad

Marcos Diaz

FIRM AFFILIATION

AECOM
Prime Consultant

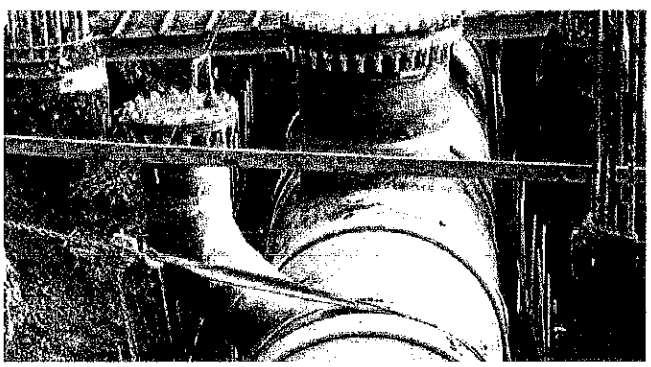
EXCEEDS THE RFQ REQUIREMENTS

- 6 years of qualifying procurement experience in the last 15 years
- Experienced in New York State procurements
- 10 design-build projects

KEY RESPONSIBILITIES

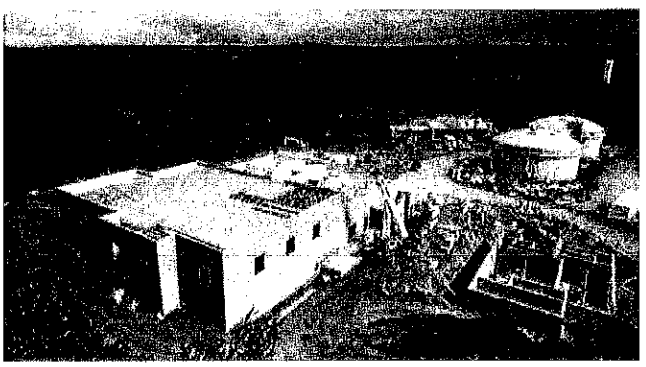
- Mark will apply his expertise in to assist in the procurement process including design-build procurement and contract documents

RELEVANT EXPERIENCE



McLoughlin Point WWTP Design-Build

Led the procurement and estimating on this de-sign-build project that included elements similar to the Bay Park Diversion - underground construction, an outfall and microtunneling Also provided con-structability reviews and value engineering.



Rockville WTP Upgrade Design-Build

Led the cost estimating, procurement for all process equipment bid packages.

PROCUREMENT SPECIALIST
MARK MCCLENAHAN, CPE

Highlighted Project Experience

Capital Regional District, McLoughlin Point Wastewater Treatment Plant, Victoria, British Columbia. Lead estimator for a joint venture design-build-operate-finance, and maintain proposal for a new 125 MLD $275M CAD wastewater treatment plant for the city. Prepared detailed cost estimates for preliminary and final designs. Attend design charrettes and proposal meetings with design and construction staff. Prepare cost estimates for alternative designs and options. Participate in value engineering; process equipment procurement, solicitation, and pricing; quantity take-offs, alignment, and coordination with construction partner; process mechanical estimate preparation; coordination and integration with process mechanical, electrical, SCADA, and I&C scopes; and final estimate reviews prior to submission of bid. Project consisted of a new 125 MLD wastewater treatment facility, 1200mm TBM/HDD RW harbour crossing force main, and 2000mm by 2km TBM/bottom-lay outfall.

Connecticut Water, Rockville Water Treatment Plant - Task 1, Rockville, Connecticut. Lead estimator for Task 1, development of opinion of probable construction cost (OPCC) estimates for additions and renovations to the 2-MGD water treatment plant. Options included: New 3.0-MGD WTP with precast walls; new 3.0-MGD WTP with pre-engineered metal building (PEMB); New 9.0-MGD WTP with precast walls; new 9.0-MGD WTP with PEMB; renovate existing Operations Building for offices; and renovate existing Operations Building for warehouse space.

City of Miami-Dade, C51 Canal Design-Build, Miami, Florida. Provided estimating support and unit pricing for water transmission pipelines.

Winnipeg NEWPCC – WWTP Upgrades, Winnipeg, Manitoba. Preconstruction Lead, Scheduling, Risk Management, Project Implementation Plan, for a $1.1B CAD Design-Build Program for the City of Winnipeg.

Opequon Creek Water Project, Frederick County Water, VA. Estimating and Preconstruction Lead, Procurement Lead for $30M USD new Design-Build 8MGD Water Treatment Plant, Raw Water Intake, Raw Water Pump Station, Raw and Finish Water Pipelines.

City of Toronto, Dufferin Organics Processing Facility, Toronto, Ontario. Lead estimator, preconstruction lead, procurement lead for the design-build, at-risk proposal for expansion of a 70-m-tonnes-per-day organics processing facility. Prepare scopes of work for procurement bid packages, work with design leads to develop design, value engineering, solicit/procure bids from local subcontractors, vendors, and process equipment suppliers. Prepare cost estimate for final proposal submission with alternates and budget compliant design option. Risk register, analysis, and management.

DeKalb County, Glades Reservoir and Pump Station - Environmental Impact Statement Support, Gainesville, Georgia. Provided estimating support for EIS submission, quantity take-offs, and detailed cost estimates for a raw water intake structure, water transmission main, reservoir, and sitework and improvements.

San Diego County Water Authority, Authorization 19 Asset Management, San Diego, California. Provided cost estimating services for a design engineering report, water and sewer transmission pipelines, and appurtenances.

South Coast Water District, Water, Sanitary Sewer, and Recycled Water Master Plan Updates, Laguna Beach, California. Provided cost estimating services for an engineering report including water, sewer, recycle water transmission mains, and services.

Santa Clara Valley Water District, Infrastructure Reliability Master Plan, San Jose, California. Provided cost estimating services for engineering report, pipelines, and transmission mains.

City of Elyria, Comprehensive Combined Sewer Overflow/Sanitary Sewer Overflow/Stormwater Master, Elyria, Ohio. Providing cost estimating services for combined sewer system improvements, pipelines, transmission, pump stations, and wastewater treatment.

Orange County Sewer District, Orange, CA – Multiple Projects including; Plant 1-129 RAS Piping Replacement. Lead Estimator, Provided cost estimating services for a Progressive Design-Bid-Build contract for a $5.5M USD Upgrade to the RAS Piping and Pumping Facility.

SCHEDULER

Rachel has provided project controls on various civil/municipal construction projects, including WWTPs and pumping stations. She has been responsible for critical path scheduling, time impact/delay analysis, budgeting and forecasting costs/schedules, reviewing change orders and negotiations, cost estimating, and work quality/progress.

KEY PERSONNEL

Rachel Ferradaz, PE



Rachel s a project controls engineer with 18 years of experience in civil engineering and construction management for municipal and industrial infrastructure projects. Most recently, she has provided project controls on various civil/municipal construction projects including critical path scheduling, time impact/delay analysis, budgeting and forecasting costs/schedules, reviewing change orders and negotiations, cost estimating, work quality/progress monitoring, and claims mitigation.

Scheduler

Rachel Ferradaz, PE

SCHEDULING STAFF

Additional Scheduling and Project Controls Staff As Needed

FIRM AFFILIATION

Nova Consulting and Engineering, LLC
M/WBE Subconsultant

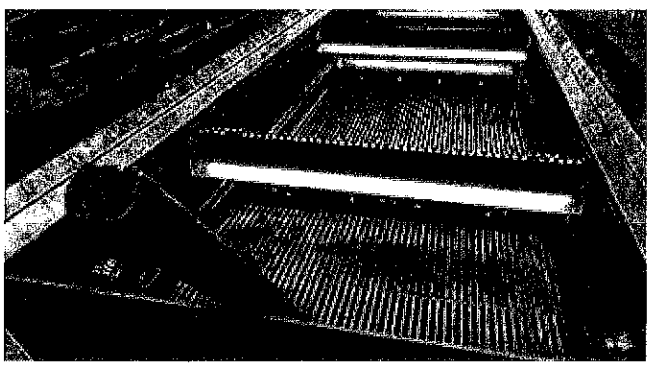
EXCEEDS THE RFQ REQUIREMENTS

- 7 years of qualifying scheduling experience in the last 15 years
- 5+ projects valued $50M+
- Experienced in scheduling and managing reports and payments requests
- Professional Engineer New York [redacted]

KEY RESPONSIBILITIES

- Rachel will lead project scheduling and support our project controls team with reporting and data management

RELEVANT EXPERIENCE



Wards Island WWTP Grit Chamber Rehabilitation

Project Controls Engineer responsible for CPM scheduling which included developing, reviewing, and submitting monthly schedules and forecasting the following month's schedule, coordinating with GC



Bowery Bay WWTP Power Distribution System

Project Controls Engineer providing monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project.

SCHEDULER
RACHEL FERRADAZ, PE

Highlighted Project Experience

Wards Island WWTP Grit Chamber Rehabilitation, New York City Department of Environmental Protection, NY. This project consisted of process and facility upgrades at the Bronx and Manhattan grit chambers. As Project Controls Engineer, Rachel provided CPM scheduling which included developing, reviewing, and submitting monthly schedules and forecasting the following month's schedule; coordinating with the project's construction manager and contractors on status and updates to the master schedule; providing input on the monthly Issues & Task Report; developing the monthly Schedule Analysis Report for submittal to the NYCDEP; and supported the claims analysis/management.

Wards Island WWTP Grit Chamber Bar Screen Replacement, New York City Department of Environmental Protection, NY. The Wards Island WWTP has two remote grit chambers (Manhattan and the Bronx) to remove large solids which are then routed underneath the East River to the treatment plant. This project involves the reconstruction of the grit/bar screening equipment, which will allow better screening collection and management, as well as minimize flooding. Nova is providing scheduling services based on the industry standard, critical path method (CPM) using Primavera P6 software. Services include working with the contractor on status and updates to the baseline schedule; providing input on the monthly Issues & Tasks report and producing the monthly Schedule Analysis Report for submittal to the NYCDEP.

Bowery Bay WWTP Power Distribution System, New York City Department of Environmental Protection, NY. This project centers around the demolition of 208V and 480V electrical equipment, upgrading/consolidation of electrical systems, and installation of a new main substation and a new electrical control building. As Project Controls Engineer, Rachel is providing monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project and developing the final delay analysis upon project completion.

26th Ward WWTP High-Level Main Sewage Pump Replacement, New York City Department of Environmental Protection, NY. This project consists of the replacement of three high level main sewage pumps. As Project Controls Engineer, Rachel is providing monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project and developing the final delay analysis upon project completion.

Miami Dade Water & Sewer Department

60-Inch Force Main Installation under Norris Cut Channel, Miami-Dade Water & Sewer Department, FL. This project involves the replacement of a 54-inch force main with a 60-inch force main, in preparation of the Federal Navigational Dredging Project; the force main was successfully installed via a 72-inch diameter micro-tunnel. As Project Controls Engineer, Rachel is responsible for baseline schedule review and monthly update review; coordinating updates to the master schedule; and cost estimating review for Design/Builder schedule of values, requests for proposals, and contract amendments.

Government Cut Channel Utility Relocation Projects, Miami-Dade Water & Sewer Department, FL. This Design/Build project involved two pipeline relocations, a 54-inch wastewater force main installed under Government Cut channel via micro-tunnel trenchless technology, and a 20-inch water main underneath Fisherman's Channel. As part of the Construction Management/Inspection Team, Rachel was responsible for scheduling, cost estimating, contract compliance review, and development/implementation of the document control plan for the construction team.

South Miami Heights Water Treatment Plant Design of Upper Floridian/Biscayne Aquifer, Miami-Dade Water & Sewer Department, FL. The South Miami Heights Water Treatment Plant was developed as a reverse osmosis treatment facility to provide 20 MGD of drinking water, utilizing raw water extracted from the Biscayne Aquifer. The project objective is to revamp the plant process to use ware extracted from the Upper Floridian Aquifer as the raw water source. Rachel serves as Project Manager on Nova's assistance with the Design Criteria Package.

Appendix

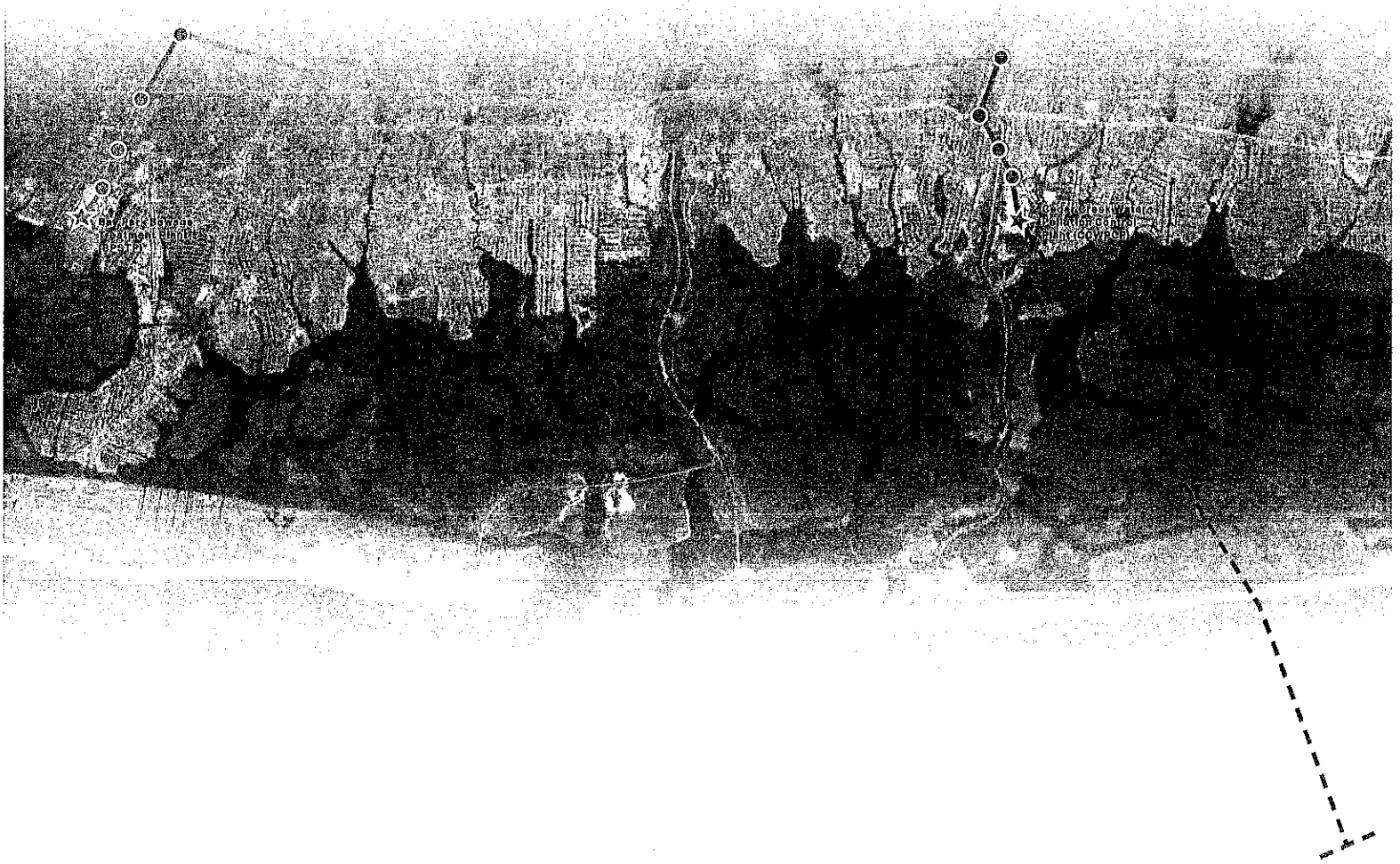


ATTACHMENT 1

Respondent's Mandatory Submittal Checklist

Required Document	✓ Attached
Complete Statement of Qualification as outlined under Section 3.2	✓
Signed Statement of Qualifications Submittal Form (Attachment 2)	✓
Firm's Legal Information (Attachment 2.1)	✓
Authorization to Provide Professional Services (Attachment 3.1)	✓
Key Personnel Resume Form (Attachment 3.2)	✓
Project Information Form (Attachment 3.3)	✓
Respondent's Certification: Non-collusive Bidding and Nondiscrimination in Employment in Northern Ireland MacBride Fair Employment Principles, State Ethics Law, and Procurement Lobbying Law Provision (Attachment 4)	✓
Procurement Lobbying Law Bidder/Respondent Disclosure of Prior Non-Responsibility Determinations (Attachment 5 provides guidance for Attachment 6)	✓
Executive Order No. 177 Certification (Attachment 7)	✓
Vendor Assurance of No Conflict of Interest or Detrimental Effect (Attachment 8)	✓
Sexual Harassment Prevention Certification Form (Attachment 9)	✓
Appendix D (EFC) Requirements, Forms: EEO Policy Statement, EPA forms 6100-2, 6100-3, and 6100-4, and Lobbying Certification	✓

Key Personnel Resume Forms Attachment 3.2



ATTACHMENT 3.2

KEY PERSONNEL RESUME FORM
SUMMARY OF INDIVIDUAL'S EXPERIENCE

This form shall be completed by the Respondent for the Key Personnel indicated in RFQ. Add lines/pages as necessary. Under "Contact Information" of the Individual's past Relevant Experience section, provide the contact name, phone number, and e-mail address for the Project Owner. NYSDEC reserves the right to contact any Project Owner to verify the information provided. "Project Owner" is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. "Project Name" should include the relevant contract number if available. Relevant experience shall be listed in chronological order, starting with the most recent project. Use N/A where an answer is not necessary or applicable.

Individual's Information				
Name of Respondent:	**AECOM**			
Name of Firm (if subcontractor):				
Individual's Name:	**Roger F. Williams, PE**			
Is Individual a Licensed Professional Engineer?	**Yes:**	X	**No:**	
If so, Professional Engineering License Number:	FL [redacted]			
Education:	MS, Environmental Engineering, Florida International University, 2001 BS, Civil Engineering, Florida International University, 2003 Certificates of Completion: - Colorado School of Mines – Microtunneling and Pilot Tubes - ASCE – Design and construction of Microtunneling projects - SMME – Pressurized TBM tunneling - Risk Management in Underground Construction			
Years with this Firm:	13			
Total Years of Experience:	18			
Key Personnel Role:	**Senior Program Engineer**			
Provide Time Committed to Proposed Project in next row:				
10/2019 to 9/2020	75%			
10/2020 to 9/2021	35%			
10/2021 to 9/2022	35%			
10/2022 to 9/2023	35%			
10/2023 to 9/2024	35%			
Individual's Past Relevant Experience				
Total number of years of experience meeting the requirements stated in RFQ for the title above:	8			
The information provided below should confirm the total years stated in the above row.				
Project Name:	**Norris Cut Force Main Replacement Tunnel, Miami Florida**			
Project Description:	Design criteria professional services for the implementation of 5800 ft of 10-foot diameter TBM force main tunnel under the Norris Cut Channel, and 2700			

	ft. of 60-inch open cut PCCP installation in Virginia Key. The project was purposed to replace the 9000 ft. of 54-inch interpace-era force main, which lacked redundancy, and was determined to be structurally deficient and at risk of failure. Implementation was a priority as pipe failure would result 50 MGD of raw sewerage discharge in Biscayne Bay, affecting sensitive habitats, closing beaches, and crippling the local economy.				
Project Owner:	Miami Dade Water and Sewer Department				
Contact Information:	MD-WASD Project Manager; Lin Li, PE Email: Lin.Li@miamidade.gov; T: 786-865-8892				
Project Cost Value	$72M				
Title on Project:	Project Manager/Design Criteria Professional Engineer of Record/Owner's Representative				
Individual's Duties & Responsibilities:	Directly responsible for management and delivery of all technical aspects of the project spanning from planning, development of the criteria documents, procurement of the project leading to the selection of a qualified Design Builder. Also served as the owner's representative during the design build phase, ensuring compliance with the design criteria/quality objectives through construction completion and commissioning of the project. Specific duties included leading all engineering tasks including: client communication; basis of design development; hydraulic analysis; route selection; land right acquisition; environmental and benthic surveys; geotechnical/ geophysical investigations; bathymetric and topographic surveys; 30% design development; environmental resource permitting; and preparation of the RDBS (Request for Design Build Services) ready for advertisement. Assisted owner during the procurement phase with workshops, pre-bid meetings, responded to RFIs and issues addenda. Served as the Technical Advisor to the Selection Committee and supported all initiatives including SOQ review; technical proposal evaluation; assessing alternatives; pricing verification; and assisted owner with final negotiation and recommendations to award the contract. Design-Build phase services included: review of design work packages and all technical submittals for compliance; performance of specialty inspections (shaft/tunnel/factory testing); review and interpretation of claims; coordinated with stakeholder; final negotiation and close-out of environmental resource permits.				
Individual's Start Date on Project: MM/YY	04/2012	**Individual's End Date on Project: MM/YY**	12/2016		
Individual's Total Time on Project: (in months)	56	**% of time spent on Qualifying activities**	70%	**Qualifying time: (in months)**	39
Project Name:	**Government Cut Water and Sewer Utilities Replacement, Miami Florida**				
Project Description:	Design criteria professional services/ Owner's Representative for the relocation of the existing 54-inch PCCP force main and 20-inch DI water main via: 1200 linear feet of 72-inch microtunnel and 1100 linear feet of 60-inch microtunnel with steel casings under the Government Cut and Fisherman Channels. The project was purposed to replace the existing water and sewer				

	utilities, lowering them to 90 feet below grade, to avoid conflict with Port of Miami Dredging Program. The project included such features as: in-water shaft; complex by-pass and connection schemes to maintain operability of the existing FM; environmental controls to preserve the sensitive habitats; and contingency plans in the event of FM rupture. Further, the aggressive schedule demanded project completion by October 2013, making the port ready/equipped to receive to receive Post-Panamax ships.				
Project Owner:	Miami Dade Water and Sewer Department				
Contact Information:	MD-WASD Project Manager; Lin Li, PE Email: Lin.Li@miamidade.gov; T: 786-865-8892				
Project Cost Value	$77M				
Title on Project:	Engineering Lead/ Design Criteria Professional Engineer of Record				
Individual's Duties & Responsibilities:	Directly responsible for daily coordination and management of all technical aspects of the projects from planning, development of criteria documents, and final procurement of the project leading to the selection of a qualified Design Builder. Served as the owner's representative during the design build phase, ensuring compliance with the design criteria/quality objectives through to successful completion and commissioning of the project. Specific duties included leading all engineering tasks including: client communication; basis of design development; hydraulic analysis; route selection; land right acquisition; environmental and benthic surveys; geotechnical/ geophysical investigations; bathymetric and topographic surveys; 30% design development; environmental resource permitting; and preparation of the RDBS (Request for Design Build Services) ready for advertisement. Assisted owner during the procurement phase with workshops, pre-bid meetings, responded to RFIs and issues addenda. Served as the Technical Advisor to the Selection Committee and supported all initiatives including SOQ review; technical proposal evaluation; assessing alternatives; pricing verification; and assisted owner with final negotiation and recommendations to award the contract. Design-Build phase services included: review of design work packages and all technical submittals for compliance; performance of specialty inspections (shaft/tunnel/factory testing); review and interpretation of claims; coordinating with stakeholder; final negotiation and close-out of environmental resource permits.				
Individual's Start Date on Project: MM/YY	02/2009	**Individual's End Date on Project: MM/YY**	10/2013		
Individual's Total Time on Project: (in months)	56	**% of time spent on Qualifying activities**	60%	**Qualifying time: (in months)**	36
Project Name:	**Miami Avenue 48-inch Sanitary Sewerage Force Main and Utility Upgrades**				
Project Description:	Design-Build Services for the construction of 15,000 linear feet of 48-inch sanitary sewerage FM; 7000 linear feet of 12-inch water main; and 2,000 linear feet of drainage improvements along the heavy urbanized corridor of Mid-Town. Project traversed three business districts (Midtown; Wynwood; Design)				

	and utilized ROW of several Agencies including FDOT, FEC, Miami, and Miami Dade. It also required elaborate Maintenance of Traffic Plans, robust public engagement campaign, and trenchless crossings to mitigate the impacts/ disruption to the thriving commercial sector.				
Project Owner:	Miami Dade Water and Sewer Department				
Contact Information:	Senior Program Manager James B. Ferguson, PE Email: James.Ferguson@miamidade.gov T: Phone: 786-552-8756				
Project Cost Value	$20M				
Title on Project:	Design-Build Engineering Manager				
Individual's Duties & Responsibilities:	Design Build Engineering Manager with responsibility for the planning, survey, geotechnical explorations, environmental screening, detailed utility design, permitting, construction quality control, and final certification of the Design Build Project. Key responsibilities and accomplishments included the development of project execution plan and the quality control procedures. Led the development of two lower cost technical alternatives comprising of an alignment adjustment and elimination of two (2) microtunnel crossings which reduced overall cost by $8M. Closely coordinated with stakeholder to obtain consensus on design/construction approach; negotiated the terms and conditions of a utility easement through a City park; fast-tracked the detailed design effort to ensure timely acquisition of over twenty (28) permits across four (4) work packages. Directly responsible for quality control, material testing, field inspection activities, and final certification of the water/sewer facilities.				
Individual's Start Date on Project: MM/YY	09/2017	**Individual's End Date on Project: MM/YY**	06/2019		
Individual's Total Time on Project: (in months)	21	**% of time spent on Qualifying activities**	60%	**Qualifying time: (in months)**	12
Project Name:	**Miami Beach 54-inch Redundant Force Main and 11th Street Utility Improvements**				
Project Description:	Design and construction of over 5500 linear feet redundant 54-inch Force Main in Miami Beach along Washington Ave, Euclid and 11th Streets. The project was purposed to replace the existing distressed 54-inch PCCP main that was determined to be at risk of "incipient failure". As the corridor was heavily urbanized and the site of residential, retail, and commercial activity; a trenchless method of construction was utilized. Procurement was via Design Build delivery to accelerate the implementation schedule and mitigate risk of an untimely catastrophic pipe failure.				
Project Owner:	City of Miami Beach				
Contact Information:	Project Manager Giancarlo Pena, PE Email: GiancarloPena@miamibeachfl.gov T:305-546-2943				
Project Cost Value	$ 14M				
Title on Project:	Owner's Representative/ Technical Advisor/ CEI Manager				

Individual's Duties & Responsibilities:	Serve as Owner's Representative for the Design Build project from conception to final implementation. Assisted the City with the review and development of the Design Criteria Package, development of the RFQ and RFP; evaluation of technical proposals. Led all technical assessments related V/E alternatives; and served as the responsible approver of all trenchless submittals. Provide onsite resident engineering services during the construction of the 3500 linear feet of 54-inch HDPE HDD installation, recognized as the longest HDD of that diameter in the United States. Oversaw field staff and supported the review and processing of all pay-applications, and final inspections of work leading to commissioning.				
Individual's Start Date on Project: MM/YY	08/2015	**Individual's End Date on Project: MM/YY**	01/2019		
Individual's Total Time on Project: (in months)	43	**% of time spent on Qualifying activities**	18%	**Qualifying time: (in months)**	8
Explain gaps in chronology for qualifying experience:	N/A				

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

ATTACHMENT 3.2

KEY PERSONNEL RESUME FORM
SUMMARY OF INDIVIDUAL'S EXPERIENCE

This form shall be completed by the Respondent for the Key Personnel indicated in RFQ. Add lines/pages as necessary. Under "Contact Information" of the Individual's past Relevant Experience section, provide the contact name, phone number, and e-mail address for the Project Owner. NYSDEC reserves the right to contact any Project Owner to verify the information provided. "Project Owner" is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. "Project Name" should include the relevant contract number if available. Relevant experience shall be listed in chronological order, starting with the most recent project. Use N/A where an answer is not necessary or applicable.

Individual's Information					
Name of Respondent:	**AECOM**				
Name of Firm (if subcontractor):					
Individual's Name:	**Chuck Williams, PE, DBIA, PMP**				
Is Individual a Licensed Professional Engineer?	**Yes:**	X	**No:**		
If so, Professional Engineering License Number:	[redacted]alifornia				
Education:	MS, Industrial Engineering, Stanford University, CA BS, Civil Engineering, Villanova University. PA Certified Design Build Institute of America (DBIA) Instructor Adjunct Professor, University of Missouri, Kansas City, for graduate courses in Project Delivery Methods and Project Management.				
Years with this Firm:	14				
Total Years of Experience:	37				
Key Personnel Role:	**Program Manager for Procurement**				
Provide Time Committed to Proposed Project in next row:					
10/2019 to 9/2020	55%				
10/2020 to 9/2021	20%				
10/2021 to 9/2022	20%				
10/2022 to 9/2023	20%				
10/2023 to 9/2024	20%				
Individual's Past Relevant Experience					
Total number of years of experience meeting the requirements stated in RFQ for the title above:	8+.				
The information provided below should confirm the total years stated in the above row.					
Project Name:	Salt Lake City New Water Reclamation Project (NewWRF)				
Project Description:	CM @ Risk delivery of a new 56mgd Water Reclamation Facility Project includes the following main facilities: biosolids dewatering facility, chemical feed facility, thermal drying facility, administration / operations building, influent pump station, screenings and grit facility, primary and secondary Clarifiers, Biological Nutrient Removal (BNR) Reactors, Post-aerobic				

	digestion (PAD) process, disinfection thermal alkaline hydrolysis, odor control, combined heat & power (CHP) improvements, including new generators, electrical primary power substations, new standby generators and new electrical power distribution equipment and duct bank.				
Project Owner:	Salt Lake City Dept. of Public Utilities				
Contact Information:	Derek Velarde, PE Project Director 801.209.3553 Derek.Velarde@slcgov.com				
Project Cost Value	$500 Million				
Title on Project:	Procurement Manager				
Individual's Duties & Responsibilities:	Led procurement planning and development of RFQ and RFP documents, and development of the 2-part CM@Risk Contract. Planned and conducted Owner workshops to review documents and address risk and commercial issues. Developed evaluation and review procedures for				
Individual's Start Date on Project: MM/YY	2/18	**Individual's End Date on Project: MM/YY**	5/19		
Individual's Total Time on Project: (in months)	15	**% of time spent on Qualifying activities**	60%	**Qualifying time: (in months)**	9
2 Project Name:	Miami Avenue 48-inch Sanitary Sewerage Force Main and Utility Upgrades				
Project Description:	Design-Build for construction of 15,000 linear feet of 48-inch sanitary sewerage FM; 7000 linear feet of 12-inch water main; and 2,000 linear feet of drainage improvements in urbanized Miami Beach. Numerous trenchless crossings utilized to avoid traffic issues. Project involved extensive permitting with USCOE, FDOT, FEC, City of Miami Beach, and Miami Dade County, and elaborate maintenance of traffic plans. Public outreach and meetings were extensive.				
Project Owner:	Miami Dade Water & Sewer				
Contact Information:	Senior Program Manager James B. Ferguson, PE Email: James.Ferguson@miamidade.gov T: Phone: 786-552-8756				
Project Cost Value	$20 Million				
Title on Project:	Procurement Documents Quality Manager				
Individual's Duties & Responsibilities:	Reviewed and commented on procurement process and schedule, procurement RFQ and RFP documents and Design Build contract. Coordinated with Project team to modify documents and present to Owner. Reviewed design and construction issues that occurred during implementation for contractual basis and resolution.				
Individual's Start Date on Project: MM/YY	01/17	**Individual's Start Date on Project: MM/YY**	01/17		
Individual's Total Time on Project: (in months)	20	**Individual's Total Time on Project: (in months)**	20	**Individual's Total Time on Project: (in months)**	20

3 Project Name:	**84-inch Interceptor Project**				
Project Description:	Design-Build for improving interceptor capacity, condition, and flexibility for O&M, including removal of existing 54-inch and decommissioning of brick 60-inch while adding 4500 feet of 84-inch gravity sewer and upgraded structures. Included installations under two Interstate highways and bridges.				
Project Owner:	City of San Jose, CA				
Contact Information:	Mathew Nguyen PE Project Manager, Sanitary Sewer Section Phone: 408-793-5517 Mathew.Nguyen@sanjoseca.gov				
Project Cost Value	$45 Million				
Title on Project:	Procurement Lead				
Individual's Duties & Responsibilities:	Led Design-Build procurement planning, risk management and RFQ and RFP documents, and Design Build Contract in coordination with Owner and City legal. Conducted workshops, reviews and presentations. Assisted and provided orientation of Selection Committee for evaluation of proposals and Design Builder selection.				
Individual's Start Date on Project: MM/YY	01/16	**Individual's Start Date on Project: MM/YY**	01/16		
Individual's Total Time on Project: (in months)	26	**Individual's Total Time on Project: (in months)**	26	**Individual's Total Time on Project: (in months)**	26

4 Project Name:	**Tunnel Dewatering Pump Station & Enhanced Clarification Facility (TDPS/ECF)**		
Project Description:	Design Build of Wet Weather Treatment Facility including, 250 mgd, expandable to 500 to 500mgd, consisting of 135-foot-deep tunnel dewatering pump station and enhanced clarification facility to treat and discharge storm water into Potomac River.		
Project Owner:	District of Columbia Water & Sewer (DC Water)		
Contact Information:	Rouben Derminassian, Sr. Project Manager Department of Wastewater Engineering Rouben.Derminassian@dcwater.com 202-787-2372		
Project Cost Value	$230 Million		
Title on Project:	Design Build Procurement Lead		
Individual's Duties & Responsibilities:	Procurement Lead for Owner planning workshops, procurement process planning and scheduling, development of the RFQ, RFP documents, and contract general specification documents. Coordination with legal counsel on DB Contract development, and finalizing the Contract documents subsequent to DB selection. Provided orientation and support to the Owner Selection Committee and support for negotiations to achieve project award.		
Individual's Start Date on Project: MM/YY	11/11	**Individual's End Date on Project: MM/YY**	11/17

Individual's Total Time on Project: (in months)	72	**% of time spent on Qualifying activities**	35%	**Qualifying time: (in months)**	25

5 Project Name:	**Government Cut Water and Sewer Utilities Replacement, Miami FL**				
Project Description:	Design Build for relocation of existing 54-inch PCCP force main and 20-inch DI water main via 1200 linear feet of 72-inch micro-tunnel and 1100 linear feet of 60-inch micro-tunnel with steel casings under Government Cut and Fisherman Channels (Biscayne Bay). Replaced existing water and sewer utilities to 90 feet below grade to avoid Port of Miami Dredging Program. Included in-water shaft, by-pass and connections to maintain operability of the existing FM, environmental controls to preserve sensitive habitats, and contingency plans for FM rupture. Aggressive schedule demanded for making channel ready to pass Post-Panamax ships into Port of Miami.				
Project Owner:	Miami Dade Water & Sewer (MDWASD)				
Contact Information:	MD-WASD Project Manager; Lin Li, PE Email: Lin.Li@miamidade.gov; T: 786-865-8892				
Project Cost Value	$77 Million				
Title on Project:	Design Build Procurement Manager				
Individual's Duties & Responsibilities:	Led planning workshops for the Owner and Project staff, and led development of Requests for Qualifications, Requests for Proposal documents, reviewed Design Criteria, proposal submittal requirements and the evaluation / selection approach. Developed DB Contract and general specifications for Owner legal review. Provided orientation for the Selection Committee and supported negotiations to achieve project awards.				
Individual's Start Date on Project: MM/YY	02/09	**Individual's End Date on Project: MM/YY**	09/12		
Individual's Total Time on Project: (in months)	45	**% of time spent on Qualifying activities**	40%	**Qualifying time: (in months)**	18

6 Project Name:	**Norris Cut Force Main Replacement Tunnel, Miami FL**
Project Description:	Design Build of 5800 ft. of 10-foot diameter tunnel boring Machine (TBM) force main tunnel under the Norris Cut Channel (Biscayne Bay), and 2700 ft. of 60-inch open cut PCCP installation in Virginia Key. Replace 9000 ft. of 54-inch force main, which was structurally deficient and at risk of failure. Risks included sensitive habitats, damaging local beaches, and environmental spills.
Project Owner:	Miami Dade Water & Sewer (MDWASD)
Contact Information:	MD-WASD Project Manager; Lin Li, PE Email: Lin.Li@miamidade.gov; T: 786-865-8892
Project Cost Value	$72 Million
Title on Project:	Design Build Procurement Lead
Individual's Duties & Responsibilities:	Procurement Lead to provide planning workshops for the Owner and Project staff, and led development of Requests for Qualifications, Requests for

	Proposal, including the Design Criteria Documents, proposal submittal requirements and the evaluation / selection approach, as well as the DB Contract and general specifications. Provided orientation for the Selection Committee and supported negotiations to achieve project awards.				
Individual's Start Date on Project: MM/YY	04/12	**Individual's End Date on Project: MM/YY**	6/15		
Individual's Total Time on Project: (in months)	38	**% of time spent on Qualifying activities**	40%	**Qualifying time: (in months)**	15

7 Project Name:	**Magnolia Trunk Sewer Relining and Pump Station Rehabilitation Project**				
Project Description:	Rehabilitation / relining of ten miles of 48" and 78" sanitary sewer through urban and suburban areas in Southern California. Involved extensive permitting, and traffic management plans, and coordination with several local town governments, businesses and citizen groups. Project was awarded 2012 Project of the Year for Trenchless Technology.				
Project Owner:	Orange County Sanitation Department, CA				
Contact Information:	Alberto Acevedo P.E. Project Manager 213-359-9013				
	alberto.acevedo@atkinsglobal.com				
Project Cost Value	$35 Million				
Title on Project:	Procurement Lead				
Individual's Duties & Responsibilities:	Led planning, risk management and development of Design build RFQ, RFP and Design Build Contract procurement documents in coordination with Owner procurement and legal staff. Led development of Owner procurement and project management tools and templates for design-build project evaluation and selection, technical criteria documents, and project policies and procedures. Provided orientation and support for Selection committee and assisted in evaluating proposals.				
Individual's Start Date on Project: MM/YY	02/09	**Individual's Start Date on Project: MM/YY**	02/09		
Individual's Total Time on Project: (in months)	40	**Individual's Total Time on Project: (in months)**	40	**Individual's Total Time on Project: (in months)**	40
Explain gaps in chronology for qualifying experience:	Was serving multiple design build and CM@ risk projects, some of which are not included here such as 3 DB projects, (totaling $105 million) for USACOE to rebuild after hurricane IKE, Water Storage & Distribution Project ($55 Million) for Eastern Water District, Riverside, CA, and Rehabilitation of Imperial Water District Irrigation System ($125 million) El Centro, CA.				

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

ATTACHMENT 3.2

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This form shall be completed by the Respondent for the Key Personnel indicated in RFQ. Add lines/pages as necessary. Under "Contact Information" of the Individual's past Relevant Experience section, provide the contact name, phone number, and e-mail address for the Project Owner. NYSDEC reserves the right to contact any Project Owner to verify the information provided. "Project Owner" is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. "Project Name" should include the relevant contract number if available. Relevant experience shall be listed in chronological order, starting with the most recent project. Use N/A where an answer is not necessary or applicable.

Individual's Information					
Name of Respondent:	**AECOM**				
Name of Firm (if subcontractor):					
Individual's Name:	**Irwan Halim, PhD, PE**				
Is Individual a Licensed Professional Engineer?		**Yes:**	X	**No:**	
If so, Professional Engineering License Number:	[redacted] (New York)				
Education:	PhD, Civil Engineering, University of Illinois at Urbana-Champaign MS, Civil Engineering, University of Illinois at Urbana-Champaign				
Years with this Firm:	11				
Total Years of Experience:	29				
Key Personnel Role:	**Program Manager for Design and Design Quality Assurance**				
Provide Time Committed to Proposed Project in next row:					
10/2019 to 9/2020	25%				
10/2020 to 9/2021	30%				
10/2021 to 9/2022	30%				
10/2022 to 9/2023	30%				
10/2023 to 9/2024	30%				
Individual's Past Relevant Experience					
Total number of years of experience meeting the requirements stated in RFQ for the title above:	11.5				
The information provided below should confirm the total years stated in the above row.					
Project Name:	**Blacklick Creek Sanitary Interceptor Sewer**				
Project Description:	Design and construction of approximately 23,000 LF of 10-foot finished diameter tunnel in mixed soft ground and rock by EPBM, lined with precast concrete segmental lining. Project includes new access and drop shafts for future sewer connections as well as shaft connections to existing facilities.				
Project Owner:	City of Columbus Division of Sewerage & Drainage				

Contact Information:	Nick Domenick NJDomenick@columbus.gov 614.645.4693				
Project Cost Value	$98M				
Title on Project:	Design Manager				
Individual's Duties & Responsibilities:	Performed preliminary and final design engineering, provided engineering services during construction.				
Individual's Start Date on Project: MM/YY	04/2009	**Individual's End Date on Project: MM/YY**	04/2019		
Individual's Total Time on Project: (in months)	120	**% of time spent on Qualifying activities**	40%	**Qualifying time: (in months)**	48
Project Name:	**Lockbourne Intermodal Subtrunk Sewer**				
Project Description:	Design and construction of approximately 10,000 LF of 78-inch finished diameter sewer in glacial geology by slurry MTBM, and another 7,000 LF of 60-inch finished diameter sewer placed in open cut. CCFRPM pipes were used as jacking and buried pipes. Project includes new access and drop shafts for future sewer connections, as well as shaft connections to existing facilities and pump station.				
Project Owner:	City of Columbus Division of Sewerage & Drainage				
Contact Information:	Jeremy Cawley JKCawley@columbus.gov 614.645.6795				
Project Cost Value	$40M				
Title on Project:	Design Manager				
Individual's Duties & Responsibilities:	Performed preliminary and final design engineering, provided engineering services during construction.				
Individual's Start Date on Project: MM/YY	05/2010	**Individual's End Date on Project: MM/YY**	05/2019		
Individual's Total Time on Project: (in months)	108	**% of time spent on Qualifying activities**	30%	**Qualifying time: (in months)**	32
Project Name:	**Narragansett Bay CSO Phase I & II Tunnel Projects**				
Project Description:	Design and construction of approximately 16,000 LF of 26-foot finished diameter deep main spine tunnel in sedimentary rocks by TBM, and 60-foot wide by 120-foot long by 70-foot high underground pump station cavern by SEM excavation. The Phase II project included approximately 15,000 LF of near surface interceptor sewer consisting of 4- to 6-foot diameter pipes by MTBM in an urban environment.				
Project Owner:	Narragansett Bay Commission				
Contact Information:	Chris Feeney (Program Manager) christopher.feeney@stantec.com 401.214.1738				
Project Cost Value	$350M				

Title on Project:	Design Lead/Manager/Project Manager				
Individual's Duties & Responsibilities:	Performed final design engineering and engineering oversight of all construction packages, bid packaging, and resolving all field related construction issues pertaining to design.				
Individual's Start Date on Project: MM/YY	04/2000	**Individual's End Date on Project: MM/YY**	04/2008		
Individual's Total Time on Project: (in months)	96	**% of time spent on Qualifying activities**	60%	**Qualifying time: (in months)**	58
Explain gaps in chronology for qualifying experience:	Gap due to working on non-water/wastewater infrastructure project.				

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

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Individual's Information					
Name of Respondent:	**AECOM**				
Name of Firm (if subcontractor):					
Individual's Name:	**Richard Redmond, PE**				
Is Individual a Licensed Professional Engineer?		**Yes:**	X	**No:**	
If so, Professional Engineering License Number:	NY [redacted]				
Education:	BS, Civil Engineering, Manhattan College				
Years with this Firm:	15				
Total Years of Experience:	39				
Key Personnel Role:	**Program Manager for Construction and Construction Quality Assurance**				
Provide Time Committed to Proposed Project in next row:					
10/2019 to 9/2020	25%				
10/2020 to 9/2021	45%				
10/2021 to 9/2022	45%				
10/2022 to 9/2023	45%				
10/2023 to 9/2024	45%				
Individual's Past Relevant Experience					
Total number of years of experience meeting the requirements stated in RFQ for the title above:	7+				
The information provided below should confirm the total years stated in the above row.					
Project Name:	**NYCDEP WT#3 Queens/Brooklyn Tunnel – Shaft 17B and 18B**				
Project Description:	Two Shafts, each of 40 ft diameter, 150 VF in soft ground using ground freeze, drill blast 550 VF in rock, connecting Adit to WaterTunnel #3, outfit 7 Shafts with mechanical, electrical, inspection and repairs contract of existing Queens and Brooklyn Tunnels.				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	John McCluskey 718.595.6947 Jmccluskey@dep.nyc.gov				
Project Cost Value	$500 Million				
Title on Project:	Project Director				

Individual's Duties & Responsibilities:	Mr. Redmond served as the Project Director leading all design efforts and coordinating construction bidding documents.				
Individual's Start Date on Project: MM/YY	03/17	**Individual's End Date on Project: MM/YY**	04/19		
Individual's Total Time on Project: (in months)	25	**% of time spent on Qualifying activities**	10	**Qualifying time: (in months)**	2.5
Project Name:	**OutFront Media – NYCT / MNR / LIRR – Program Management**				
Project Description:	As part of a broad and long-term agreement with the Metropolitan Transportation Authority, OUTFRONT Media has embarked on a large Digital Infrastructure Construction Project with the NYCT Subway system, installing more than 10,000 digital displays in over 450 NYCT subway stations over the next four years. In addition, MNR will install displays in 100 stations and LIRR will install displays in 120 stations.				
Project Owner:	OutFront Media				
Contact Information:	Brian Faw 212.297.6400 brianfaw@outfrontmendia.com				
Project Cost Value	$400+ Million				
Title on Project:	Program Manager – Design Build				
Individual's Duties & Responsibilities:	As Program Manager, oversaw design team efforts, responsible for taken contractors bids and recommending award of contracts Also led cost estimating, scheduling and constructability.				
Individual's Start Date on Project: MM/YY	02/18	**Individual's End Date on Project: MM/YY**	10/18		
Individual's Total Time on Project: (in months)	9	**% of time spent on Qualifying activities**	100	**Qualifying time: (in months)**	9
Project Name:	**LIRR 3rd Track Design-Build Procurement, 9.8 miles Track /Structures**				
Project Description:	9.8 miles new 3rd track from Floral Park to Hicksville, including seven new undergrade road crossings, structures, retaining walls, pile foundations, and station modification.				
Project Owner:	MTA/LIRR				
Contact Information:	Anthony Tufano 516.523.1934 atufano@lirr.org				
Project Cost Value	$1.35 Billion construction				
Title on Project:	Deputy Program Manager – Design-Build				
Individual's Duties & Responsibilities:	Project management duties and lead for tunnel cost, schedule and constructability.				
Individual's Start Date on Project: MM/YY	05/16	**Individual's End Date on Project: MM/YY**	03/17		
Individual's Total Time on Project: (in months)	10	**% of time spent on Qualifying activities**	100	**Qualifying time: (in months)**	10

Project Name:	**NsTec Nevada 07.08 Roadheader Tunnel Project**				
Project Description:	The scope consisted of roadheader mining in 3,000 psi volcanic tuff – 24 ft x 24 ft horseshoe tunnels, 51 ft high alcove cavern.				
Project Owner:	NSTec				
Contact Information:	Stu Rawlinson 702.630.0722 RAWLINSE@nv.doe.gov				
Project Cost Value	$42 Million construction				
Title on Project:	Project Manager/Cost Estimator for Design and Construction Services				
Individual's Duties & Responsibilities:	Oversaw design team efforts, lead for tunnel cost, schedule and constructability for the project.				
Individual's Start Date on Project: MM/YY	01/15	**Individual's End Date on Project: MM/YY**	05/16		
Individual's Total Time on Project: (in months)	19	**% of time spent on Qualifying activities**	30	**Qualifying time: (in months)**	5.7
Project Name:	**Central Subway Tunnel Project**				
Project Description:	This 1.7-mile light rail line extension will extend T Line rail service from the Bayview and Mission Bay to the downtown and Chinatown. Approx. 1.7 Miles twin EPBM tunnel, slurrywall construction, tangent piles, top down station construction, SEM / NATM cavern mining Chinatown Station.				
Project Owner:	San Francisco Municipal Transportation Agency				
Contact Information:	Albert Hoe 415.701.4371 Albert.hoe@sfmta.com				
Project Cost Value	$1.5 Billion – Phase 2				
Title on Project:	Program Manager – Project Construction				
Individual's Duties & Responsibilities:	As the Program Manager for Project Construction, Mr. Redmond oversaw construction of the Phase 2 portion of the project.				
Individual's Start Date on Project: MM/YY	10/12	**Individual's End Date on Project: MM/YY**	04/15		
Individual's Total Time on Project: (in months)	31	**% of time spent on Qualifying activities**	100	**Qualifying time: (in months)**	31
Project Name:	**South Hartford Conveyance Tunnel Project**				
Project Description:	Project involved final design of 4.1 miles, 20 ft diameter (18 ft inside diameter) TBM tunnel conveyance and storage tunnel maximum 320 ft below ground surface in shale and basalt providing a minimum storage volume of 42 million gallons of untreated excess wet weather overflow. The project also includes a pump station located within a 70 ft diameter, 220 ft deep shaft in rock.				
Project Owner:	The Metropolitan District, Hartford, Connecticut				
Contact Information:	Susan Negrelli, PE, Director of Engineering snegrelli@themdc.com (860) 278-7850 x3815				
Project Cost Value	$450 Million				
Title on Project:	Lead Tunnel Estimator/Constructability Review				

Individual's Duties & Responsibilities:	Mr. Redmond served as Lead Tunnel Estimator, which involved cost estimating, constructability review, and scheduling for 21,400 LF of double shield precast segment TBM, 18 ft Inside diameter. Interfaced with client and designers on matters related to construction feasibility, EIS matters, cost alternatives and construction staging and phasing planning.				
Individual's Start Date on Project: MM/YY	10/12	**Individual's End Date on Project: MM/YY**	02/16		
Individual's Total Time on Project: (in months)	41	**% of time spent on Qualifying activities**	30	**Qualifying time: (in months)**	12.5
Project Name:	**LA Regional Connector**				
Project Description:	The Regional Connector Transit Corridor is a light rail tunnel connection currently being built through Downtown Los Angeles to connect the current Metro Rail Blue and Expo Lines at 7th Street/Metro Center station to the current Gold Line and Union Station.				
Project Owner:	Los Angeles County Metropolitan Transportation Authority (Metro)				
Contact Information:	Project contact no longer with agency				
Project Cost Value	$1.5 Billion				
Title on Project:	Lead Estimator/Constructability Review for EBPBM Tunnel				
Individual's Duties & Responsibilities:	Cost estimating, constructability review and scheduling for EPBM tunnel with three open cut stations, heavy utility relocation, compensation grouting, and street decking. Interfaced with client and designers on matters related to construction feasibility, EIS matters, cost alternatives and construction staging and phasing planning.				
Individual's Start Date on Project: MM/YY	08/11	**Individual's End Date on Project: MM/YY**	10/12		
Individual's Total Time on Project: (in months)	14	**% of time spent on Qualifying activities**	100	**Qualifying time: (in months)**	14
Explain gaps in chronology for qualifying experience:	N/A				
Notes on Qualifying Time	Mr. Redmond at times is assigned to multiple projects and works extended or overtime hours. Therefore, in some instances his percentage of time spent on qualifying activities adds up to more than 100%.				

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
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Individual's Information					
Name of Respondent:	**AECOM**				
Name of Firm (if subcontractor):					
Individual's Name:	**Chris Galligan, PE**				
Is Individual a Licensed Professional Engineer?		**Yes:**	X	**No:**	
If so, Professional Engineering License Number:	[redacted] Also licensed in GA, HI, NH, OH, RI; NY license in process				
Education:	BS, Mechanical Engineering Technology, Wentworth Institute of Technology				
Years with this Firm:	33				
Total Years of Experience:	38				
Key Personnel Role:	**Mechanical Engineering Subject Matter Expert**				
Provide Time Committed to Proposed Project in next row:					
10/2019 to 9/2020	20%				
10/2020 to 9/2021	30%				
10/2021 to 9/2022	30%				
10/2022 to 9/2023	30%				
10/2023 to 9/2024	30%				
Individual's Past Relevant Experience					
Total number of years of experience meeting the requirements stated in RFQ for the title above:	10+				
The information provided below should confirm the total years stated in the above row.					
Project Name:	**Lawton Valley and Station No. 1 WTPs Design-Build, Newport, RI**				
Project Description:	The scope of this Design-Build WTP project includes upgrading the 9-mgd Station No. 1 plant; and replacing the 7-mgd Lawton Valley plant with a new treatment plant on the same site. The two plants each have a core process of rapid mix, coagulation, dissolved air filtration (DAF) followed by primary carbon filtration and, finally, post-filter absorbers using granular activated carbon to meet the City's water quality requirements. Fast-track initiatives were used for the chemical systems using prefabricated skids,				

	precast concrete architectural wall panels and bolted steel finished water tanks. **The project received DBIA's 2015 water/wastewater project of the year award.**				
Project Owner:	City of Newport Water Utilities Division				
Contact Information:	James Roberts, WTP Superintendent 401.845.5825 jroberts@cityofnewport.com				
Project Cost Value	$63.6M				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Design, construction oversight and quality assurance for all process mechanical elements of the project.				
Individual's Start Date on Project: MM/YY	1/2014	**Individual's End Date on Project: MM/YY**	12/2014		
Individual's Total Time on Project: (in months)	16	**% of time spent on Qualifying activities**	50%	**Qualifying time: (in months)**	8

Project Name:	**McLoughlin Point Wastewater Treatment Plant Design-Build, Victoria, BC**				
Project Description:	New 108 Ml/d wastewater treatment facility. The facility will include an operations/maintenance building having LEED Gold features complete with offices, laboratory, control rooms, large training room, and shower/locker rooms; a shop building housing workshops of several types; and several process buildings with electrical rooms.				
Project Owner:	Capital Regional District (CRD)				
Contact Information:	Dave Clancy, CRD Project Director 250.360.3000 daveclancy13@gmail.com				
Project Cost Value	$275M (CAD)				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Design, construction oversight and quality assurance for all process mechanical elements of the project.				
Individual's Start Date on Project: MM/YY	8/2013	**Individual's End Date on Project: MM/YY**	12/2017		
Individual's Total Time on Project: (in months)	12	**% of time spent on Qualifying activities**	75%	**Qualifying time: (in months)**	9

Project Name:	**Water Treatment Plant and Water Reclamation Facility Progressive Design-Build, Davie, FL**
Project Description:	AECOM provided a progressive design-build approach for the services at Davie. At the heart of the project are a new 6 mgd water treatment plant (expandable to 12 mgd) and a 3.5 mgd expandable to 7mgd water reclamation plant. Because of a moratorium on use of the Biscayne surface aquifer, the water treatment facility takes brackish water from the Floridan aquifer and treat it using reverse osmosis (RO) technology. MBR technology was chosen for the water reclamation facility, thus allowing it to have a smaller footprint, and to be sited near users in the immediate vicinity and provide a treatment technology. **This project was recognized as the 2014 project of the year by the Florida**

	Region of DBIA.				
Project Owner:	Town of Davie				
Contact Information:	Don Bayler, Utilities Director (retired) 954.802.2628 risky12549@gmail.com				
Project Cost Value	$107M				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Design, construction oversight and quality assurance for all process mechanical elements of the project.				
Individual's Start Date on Project: MM/YY	9/2012	**Individual's End Date on Project: MM/YY**	8/2014		
Individual's Total Time on Project: (in months)	18	**% of time spent on Qualifying activities**	50%	**Qualifying time: (in months)**	9
Project Name:	**Davis Wastewater Treatment Facility, Davis California – Design-Build**				
Project Description:	Lead mechanical engineer for a $72 million design-build facility upgrade. The new plant addresses secondary biological treatment and clarification which will replace the ponds and overland flow treatment system with conventional activated sludge process.				
Project Owner:	City of Davis, California				
Contact Information:	Mr. Michael Lindquist, PE (former Program Manager) City of Davis 23 Russell Boulevard Davis, CA 95616 Tel: 530-219-8401 Lindquist4water@gmail.com				
Project Cost Value	$72M				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Responsible for the mechanical process design of the wastewater treatment facility and the process components as listed above.				
Individual's Start Date on Project: MM/YY	6/2014	**Individual's End Date on Project: MM/YY**	10/2018		
Individual's Total Time on Project: (in months)	40	**% of time spent on Qualifying activities**	60	**Qualifying time: (in months)**	24
Project Name:	**Connecticut Water Company Rockville Water Treatment Plant Progressive Design-Build**				
Project Description:	AECOM was awarded a progressive design-build contract for an upgrade to the Rockville WTP, which increased capacity to 9-mgd and utilized a treatment process comprising Dissolved Air Flotation clarifiers (DAF) and Granular Activated Carbon (GAC) filters.				
Project Owner:	Connecticut Water Company				
Contact Information:	David Connors, PE, Director of Service Delivery 860.664.6141 dconnnors@ctwater.com				

Project Cost Value	$25.1M				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Responsible for the mechanical process design of the water treatment facility and the process components as listed above.				
Individual's Start Date on Project: MM/YY	9/2016	**Individual's End Date on Project: MM/YY**	7/2017		
Individual's Total Time on Project: (in months)	12	**% of time spent on Qualifying activities**	20%	**Qualifying time: (in months)**	2.4
Project Name:	**Design-Build-Operate Wastewater System Improvements**				
Project Description:	Mechanical process engineer for the upgrade of the city's 8.9-mgd average and 21.2-mdg peak flow wastewater collection and treatment facility. Treatment plant upgrades included new screens, new odor control and grit tank modifications, new biological treatment process, sludge pumping, new sludge dewatering system, new collection system 10-mgd pump station, and collection system repairs.				
Project Owner:	City of East Providence, Rhode Island				
Contact Information:	Steve Coutu, PE; Director of Public Works, City of East Providence Phone: 401-435-7700 email: Scoutu@cityofeastprov.com				
Project Cost Value	$54M				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Responsible for the mechanical process design of the wastewater treatment facility, pump stations and the process components as listed above.				
Individual's Start Date on Project: MM/YY	02/10	**Individual's End Date on Project: MM/YY**	12/12		
Individual's Total Time on Project: (in months)	30	**% of time spent on Qualifying activities**	80	**Qualifying time: (in months)**	24
Project Name:	**Design-Build-Operate Services for CSO Facility and WWTP Improvements**				
Project Description:	Mechanical Engineer. Design and construction of a $24 million design-build combined sewer overflow facility, including a 103-mgd pumping station; screening, disinfection, dechlorination facilities; and odor control facilities required to eliminate a major overflow on the Connecticut River.				
Project Owner:	City of Holyoke, Massachusetts				
Contact Information:	William Fuqua, Former DPW General Superintendent at City of Holyoke T: 413-452-1346 E: bill.Fuqua@waterandsewer.org				
Project Cost Value	$24M				
Title on Project:	Lead Process Mechanical Engineer				
Individual's Duties & Responsibilities:	Responsible for the mechanical process design of the wastewater treatment facility, pump stations and the process components as listed above.				
Individual's Start Date on Project: MM/YY	6/2004	**Individual's End Date on Project: MM/YY**	10/2007		

Project Name:	**Deer Island Treatment Plant Improvements On-Call Contracts**				
Project Description:	Mechanical Engineer: Participated in design of the 350-mgd wastewater treatment plant on Deer Island for the MWRA's Boston Harbor cleanup project. Developed plans and specifications, reviewed shop drawings, and provided technical support during construction. Assisted in the design of the treatment system, which included facilities for grit removal, odor control, channel aeration, and pure oxygen, along with four batteries of covered stacked primary clarifiers, stacked secondary clarifiers, and oxygen reactors. Contributed to the design of the 400-mgd South System pump station, plantwide utilities, and secondary treatment systems.				
Project Owner:	Massachusetts Water Resources Authority,				
Contact Information:	Ray Snyder, Engineering Senior Program Manager Office 617.660.7874; Cell 978.836.2499 ray.snyder@mwra.state.us.us				
Project Cost Value	$4.2 Billion				
Title on Project:	Mechanical Engineer				
Individual's Duties & Responsibilities:	Responsible for the mechanical process design of the wastewater treatment facility, pump stations and the process component improvements.				
Individual's Start Date on Project: MM/YY	01/1990	**Individual's End Date on Project: MM/YY**	12/1998		
Individual's Total Time on Project: (in months)	96	**% of time spent on Qualifying activities**	40%	**Qualifying time: (in months)**	28
Explain gaps in chronology for qualifying experience:	The projects presented here are the most relevant to the Bay Park Diversion project. Chris has worked full-time for AECOM for 30+ years and has been involved in hundreds of projects over that timeframe.				

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

ATTACHMENT 3.2

KEY PERSONNEL RESUME FORM
SUMMARY OF INDIVIDUAL'S EXPERIENCE

This form shall be completed by the Respondent for the Key Personnel indicated in RFQ. Add lines/pages as necessary. Under "Contact Information" of the Individual's past Relevant Experience section, provide the contact name, phone number, and e-mail address for the Project Owner. NYSDEC reserves the right to contact any Project Owner to verify the information provided. "Project Owner" is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. "Project Name" should include the relevant contract number if available. Relevant experience shall be listed in chronological order, starting with the most recent project. Use N/A where an answer is not necessary or applicable.

Individual's Information				
Name of Respondent:	**AECOM**			
Name of Firm (if subcontractor):				
Individual's Name:	**Verya Nasri, PhD, PE**			
Is Individual a Licensed Professional Engineer?	**Yes:**	X	**No:**	
If so, Professional Engineering License Number:	NY [redacted]			
Education:	Post-Doctoral Studies, Tunnelling Risk Analysis, Massachusetts Institute of Technology PhD, Geotechnical and Structural Engineering, Ecole Centrale Paris			
Years with this Firm:	12			
Total Years of Experience:	34			
Key Personnel Role:	**Civil Engineering Subject Matter Expert**			
Provide Time Committed to Proposed Project in next row:				
10/2019 to 9/2020	15%			
10/2020 to 9/2021	25%			
10/2021 to 9/2022	25%			
10/2022 to 9/2023	25%			
10/2023 to 9/2024	25%			
Individual's Past Relevant Experience				
Total number of years of experience meeting the requirements stated in RFQ for the title above:	12			
The information provided below should confirm the total years stated in the above row.				
Project Name:	**Second Avenue Subway Project, New York, NY**			
Project Description:	2.4 miles 22 ft diameter TBM tunnels, two large and shallow station caverns			
Project Owner:	Metropolitan Transportation Authority			
Contact Information:	Anil Parikh, Program Executive, 646 252 3234, aparikh@mtacc.info			
Project Cost Value	$4.5 B			
Title on Project:	Chief Tunnel Engineer			

Individual's Duties & Responsibilities:	Chief Tunnel Engineer in charge of the design and construction support				
Individual's Start Date on Project: MM/YY	01/2007	**Individual's End Date on Project: MM/YY**	01/2012		
Individual's Total Time on Project: (in months)	60	**% of time spent on Qualifying activities**	%100	**Qualifying time: (in months)**	60
Project Name:	**Indianapolis Deep Rock Conveyance and Storage Tunnel, Indianapolis, IN**				
Project Description:	9.8 miles, 20 ft diameter TBM tunnel conveyance and storage tunnel				
Project Owner:	Citizens Energy Group				
Contact Information:	Michael Miller, Program Director, 317 429 3565, mmiller2@citizenenergygroup.com				
Project Cost Value	$2.0 B				
Title on Project:	Chief Tunnel Engineer				
Individual's Duties & Responsibilities:	Chief Tunnel Engineer in charge of the design and construction support				
Individual's Start Date on Project: MM/YY	02/2012	**Individual's End Date on Project: MM/YY**	07/2014		
Individual's Total Time on Project: (in months)	30	**% of time spent on Qualifying activities**	%100	**Qualifying time: (in months)**	30
Project Name:	**South Hartford Conveyance and Storage Tunnel, Hartford, CT**				
Project Description:	4.1 miles, 22 ft diameter TBM tunnel conveyance and storage tunnel				
Project Owner:	Metropolitan District Commission				
Contact Information:	William Hogan, Project Manager, 860 278 7850 ext. 3417, whogan@themdc.com				
Project Cost Value	$2.1 B				
Title on Project:	Chief Tunnel Engineer				
Individual's Duties & Responsibilities:	Chief Tunnel Engineer in charge of the design and construction support				
Individual's Start Date on Project: MM/YY	08/2014	**Individual's End Date on Project: MM/YY**	02/2019		
Individual's Total Time on Project: (in months)	54	**% of time spent on Qualifying activities**	%100	**Qualifying time: (in months)**	54
Explain gaps in chronology for qualifying experience:					

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

ATTACHMENT 3.2

KEY PERSONNEL RESUME FORM
SUMMARY OF INDIVIDUAL'S EXPERIENCE

This form shall be completed by the Respondent for the Key Personnel indicated in RFQ. Add lines/pages as necessary. Under "Contact Information" of the Individual's past Relevant Experience section, provide the contact name, phone number, and e-mail address for the Project Owner. NYSDEC reserves the right to contact any Project Owner to verify the information provided. "Project Owner" is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. "Project Name" should include the relevant contract number if available. Relevant experience shall be listed in chronological order, starting with the most recent project. Use N/A where an answer is not necessary or applicable.

Individual's Information				
Name of Respondent:	**AECOM**			
Name of Firm (if subcontractor):				
Individual's Name:	**Mark McClenahan, CPE**			
Is Individual a Licensed Professional Engineer?		**Yes:**		**No:** X
If so, Professional Engineering License Number:				
Education:	Utah State University; State University of NY-Oneonta; Hudson Valley Community College CPE Certification: 1.4-000508-0707			
Years with this Firm:	6			
Total Years of Experience:	36			
Key Personnel Role:	**Procurement Specialist**			
Provide Time Committed to Proposed Project in next row:				
10/2019 to 9/2020	55%			
10/2020 to 9/2021	20%			
10/2021 to 9/2022	20%			
10/2022 to 9/2023	20%			
10/2023 to 9/2024	20%			
Individual's Past Relevant Experience				
Total number of years of experience meeting the requirements stated in RFQ for the title above:	6			
The information provided below should confirm the total years stated in the above row.				
Project Name:	**GLOBALFOUNDRIES FAB 8.2**			
Project Description:	New EPC Computer Chip Manufacturing Facility			
Project Owner:	GLOBALFOUNDRIES			
Contact Information:	Gerald Goff, Director Facilities Construction & Infrastructure, 400 Stonebreak Road Ext., Malta, NY 12020 +1 518-305-9013			
Project Cost Value	$1.1B USD			
Title on Project:	Commercial Manager			

Individual's Duties & Responsibilities:	Commercial Management, Estimating, Procurement & Change Management, Site/Civil, Architectural, Structural Bid Packages				
Individual's Start Date on Project: MM/YY	08/09	**Individual's End Date on Project: MM/YY**	08/12		
Individual's Total Time on Project: (in months)	36	**% of time spent on Qualifying activities**	100	**Qualifying time: (in months)**	36
Project Name:	**McLoughlin Point WWTP**				
Project Description:	New Design-Build WWTP for the City of Victoria, BC Canada				
Project Owner:	Capital Regional District (CRD)				
Contact Information:	Dave Clancy, CRD Project Director, 625 Fisgard Street, PO Box 1000, Victoria, BC V8W 2S6, +1 250-360-3000 daveclancy13@gmail.com				
Project Cost Value	$275MM CAD				
Title on Project:	Lead Estimator, Procurement Lead, Constructability				
Individual's Duties & Responsibilities:	Procurement of Process Equipment Bid Packages, Estimating Lead, Constructability Reviews, Value Engineering				
Individual's Start Date on Project: MM/YY	08/13	**Individual's End Date on Project: MM/YY**	12/17		
Individual's Total Time on Project: (in months)	52	**% of time spent on Qualifying activities**	50	**Qualifying time: (in months)**	26
Project Name:	**North End Sewage Treatment Plant (NEWPCC)**				
Project Description:	New Design-Build WWTP for the City of Winnipeg, MN Canada				
Project Owner:	City of Winnipeg, MN Canada				
Contact Information:	Simon Baker, Project Director, 99 Commerce Drive, Winnipeg, MN Canada +1 204-928-8332				
Project Cost Value	$1.1B CAD				
Title on Project:	Lead Estimator, Procurement Lead, Scheduling, Risk Manager				
Individual's Duties & Responsibilities:	Procurement of Major Design-Build Bid Packages, Estimating Lead, Constructability Reviews, Value Engineering, Risk Management				
Individual's Start Date on Project: MM/YY	04/17	**Individual's End Date on Project: MM/YY**	Current (05/19)		
Individual's Total Time on Project: (in months)	25	**% of time spent on Qualifying activities**	20	**Qualifying time: (in months)**	5
Project Name:	**SLC Water Resource Facility – Nutrient Facility Upgrades**				
Project Description:	New Wastewater Treatment Facility				
Project Owner:	Salt Lake City Department of Public Utilities				
Contact Information:	James Marx, Project Director, 756 E. Winchester St., Salt Lake City, UT +1 202-787-2514				

Project Cost Value	$500MM				
Title on Project:	Lead Estimator, Procurement, Scheduling, Constructability				
Individual's Duties & Responsibilities:	Cost Estimating, Procurement – All Bid Packages, Construction Scheduler, Value Engineering, Constructability Reviews				
Individual's Start Date on Project: MM/YY	10/18	**Individual's End Date on Project: MM/YY**	Current (05/19)		
Individual's Total Time on Project: (in months)	6	**% of time spent on Qualifying activities**	50	**Qualifying time: (in months)**	3
Project Name:	**Rockville CT Water Treatment Plant Upgrade**				
Project Description:	Design-Build Upgrade to Water Treatment Facility				
Project Owner:	The Connecticut Water Company (For the City of Rockville, CT) 93 West Main Street, Clinton, CT 06413				
Contact Information:	Brian Daly, Project Director, 250 Apollo Drive, Chelmsford, MA +1 978-905-2527				
Project Cost Value	$25MM				
Title on Project:	Lead Estimator, Procurement Lead				
Individual's Duties & Responsibilities:	Cost Estimating, Procurement – Process Equipment Bid Packages				
Individual's Start Date on Project: MM/YY	07/14	**Individual's End Date on Project: MM/YY**	02/16		
Individual's Total Time on Project: (in months)	20	**% of time spent on Qualifying activities**	25	**Qualifying time: (in months)**	5
Explain gaps in chronology for qualifying experience:	No gaps				

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

ATTACHMENT 3.2

KEY PERSONNEL RESUME FORM
SUMMARY OF INDIVIDUAL'S EXPERIENCE

This form shall be completed by the Respondent for the Key Personnel indicated in RFQ. Add lines/pages as necessary. Under "Contact Information" of the Individual's past Relevant Experience section, provide the contact name, phone number, and e-mail address for the Project Owner. NYSDEC reserves the right to contact any Project Owner to verify the information provided. "Project Owner" is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. "Project Name" should include the relevant contract number if available. Relevant experience shall be listed in chronological order, starting with the most recent project. Use N/A where an answer is not necessary or applicable.

Individual's Information					
Name of Respondent:	**AECOM**				
Name of Firm (if subcontractor):	**Nova Consulting and Engineering, LLC**				
Individual's Name:	**Rachel Ferradaz, PE**				
Is Individual a Licensed Professional Engineer?		**Yes:**	X	**No:**	
If so, Professional Engineering License Number:	[redacted]				
Education:	BS, Civil Engineering, Florida State University, 2000				
Years with this Firm:	14				
Total Years of Experience:	19				
Key Personnel Role:	**Scheduler**				
Provide Time Committed to Proposed Project in next row:					
10/2019 to 9/2020	45%				
10/2020 to 9/2021	100%				
10/2021 to 9/2022	100%				
10/2022 to 9/2023	100%				
10/2023 to 9/2024	100%				
Individual's Past Relevant Experience					
Total number of years of experience meeting the requirements stated in RFQ for the title above:	7				
The information provided below should confirm the total years stated in the above row.					
Project Name:	**Wards Island WWTP Grit Chamber Rehabilitation**				
Project Description:	Process and facility upgrades at the Bronx and Manhattan grit chambers				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Nayan Shah | Portfolio Manager, BEDC (o) (718) 595-6129 (c) (347) 585-4265 NaShah@dep.nyc.gov				
Project Cost Value	$124,500,000				

Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	CPM scheduling which included developing, reviewing, and submitting monthly schedules and forecasting the following month's schedule; coordinating with the project's construction manager and contractors on status and updates to the master schedule; providing input on the monthly Issues & Task Report; developing the monthly Schedule Analysis Report for submittal to the NYCDEP; and supported the claims analysis/management				
Individual's Start Date on Project: MM/YY	07/12	**Individual's End Date on Project: MM/YY**	04/14		
Individual's Total Time on Project: (in months)	9 months	**% of time spent on Qualifying activities**	50%	**Qualifying time: (in months)**	4.5 months
Project Name:	**Wards Island WWTP Grit Chamber Bar Screen Replacement**				
Project Description:	Reconstruction of the grit/bar screening equipment, which will allow better screening collection and management, as well as minimize flooding				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Sara Flesch, P.E., BEDC (c) (201) 870-5611 sflesch@dep.nyc.gov				
Project Cost Value	$13,200,000.00				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Scheduling services based on the industry standard, critical path method (CPM) using Primavera P6 software. Services include working with the contractor on status and updates to the baseline schedule; providing input on the monthly Issues & Tasks report, and producing the monthly Schedule Analysis Report for submittal to the NYCDEP				
Individual's Start Date on Project: MM/YY	11/14	**Individual's End Date on Project: MM/YY**	01/17		
Individual's Total Time on Project: (in months)	26 months	**% of time spent on Qualifying activities**	30%	**Qualifying time: (in months)**	7.8 months
Project Name:	**Port Richmond WWTP – Total Residual Chlorine Program**				
Project Description:	Involves the construction of the de-chlorination facilities and equipment				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Alkesh Patel, P.E., Accountable Manager, BEDC (o) (718) 595-5923 | (m) (646)927-9845 Alpatel@dep.nyc.gov				
Project Cost Value	$6,000,000				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of				

	the project, and developing the final delay analysis upon project completion				
Individual's Start Date on Project: MM/YY	12/12	**Individual's End Date on Project: MM/YY**	05/16		
Individual's Total Time on Project: (in months)	42 months	**% of time spent on Qualifying activities**	50%	**Qualifying time: (in months)**	21 months
Project Name:	**Coney Island, & North River WWTPs, Total Residual Chlorine Program**				
Project Description:	Involves upgrades to each plant's de-chlorination facilities				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Alkesh Patel, P.E., Accountable Manager, BEDC (o) (718) 595-5923 | (m) (646)927-9845 Alpatel@dep.nyc.gov				
Project Cost Value	$17,900,000				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project, and developing the final delay analysis upon project completion				
Individual's Start Date on Project: MM/YY	08/14	**Individual's End Date on Project: MM/YY**	08/18		
Individual's Total Time on Project: (in months)	48 months	**% of time spent on Qualifying activities**	20%	**Qualifying time: (in months)**	9.6 months
Project Name:	**26th Ward WWTP High-Level Main Sewage Pump Replacement**				
Project Description:	Replacement of three high level main sewage pumps				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Joanna Heim, P.E., LEED AP, Accountable Manager, BEDC (o) (718) 647-6510 Ext. 201 | (f) (718) 647-3658 heimj@dep.nyc.gov				
Project Cost Value	$11,700,000.00				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project, and developing the final delay analysis upon project completion				
Individual's Start Date on Project: MM/YY	06/15	**Individual's End Date on Project: MM/YY**	04/19		
Individual's Total Time on Project: (in months)	47 months	**% of time spent on Qualifying activities**	25%	**Qualifying time: (in months)**	11.75 months

Project Name:	**26th Ward WWTP Primary Treatment Modifications**				
Project Description:	Constructing a new preliminary settling tank, rehabilitating the existing four preliminary settling tanks, installing a new interim grit facility, new blowers and piping, a new MCC building, and a new flow diversion structure				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Joanna Heim, P.E., LEED AP, Accountable Manager, BEDC (o) (718) 647-6510 Ext. 201 | (f) (718) 647-3658 heimj@dep.nyc.gov				
Project Cost Value	$117,200,000.00				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project, and developing the final delay analysis upon project completion				
Individual's Start Date on Project: MM/YY	01/16	**Individual's End Date on Project: MM/YY**	On going		
Individual's Total Time on Project: (in months)	41 months +	**% of time spent on Qualifying activities**	25%	**Qualifying time: (in months)**	10.25 months +

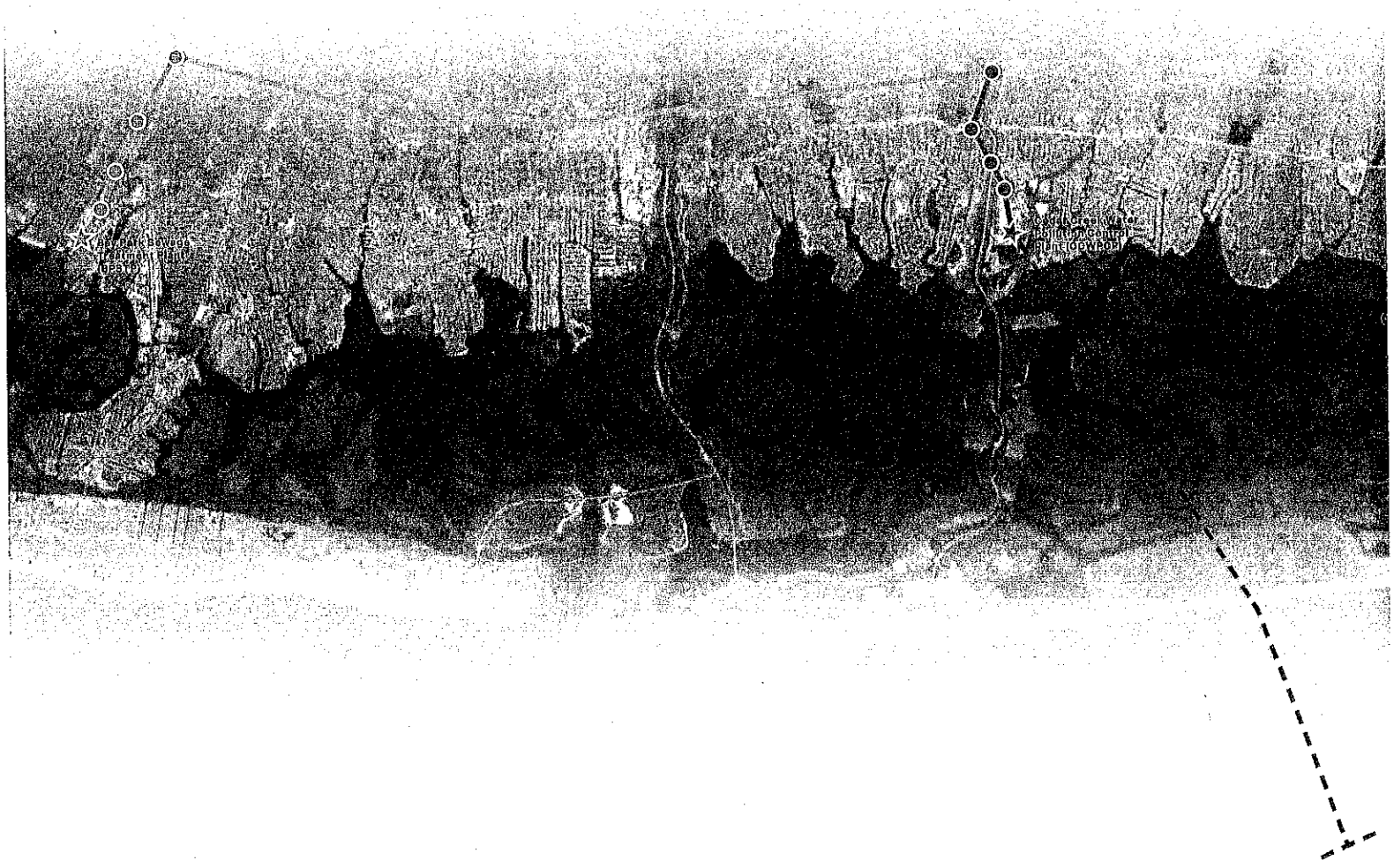
Project Name:	**NC-159 Newtown Creek De-Chlorination Facility**				
Project Description:	Involves upgrades to each plant's de-chlorination facilities				
Project Owner:	New York City Department of Environmental Protection				
Contact Information:	Eric R. Lehan, P.E., M. ASCE, Accountable Manager, BEDC (o) (646) 906-5003 elehan@dep.nyc.gov				
Project Cost Value	$9,900,000.00				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project, and developing the final delay analysis upon project completion				
Individual's Start Date on Project: MM/YY	08/17	**Individual's End Date on Project: MM/YY**	On going		
Individual's Total Time on Project: (in months)	22 months +	**% of time spent on Qualifying activities**	15%	**Qualifying time: (in months)**	3.3 months +

Project Name:	**Bowery Bay WWTP Power Distribution System**
Project Description:	Demolition of 208V and 480V electrical equipment, upgrading/consolidation of electrical systems, and installation of a new main substation and a new electrical control building
Project Owner:	New York City Department of Environmental Protection

Contact Information:	John Romano, P.E., Accountable Manager, BEDC (o) 718-595-6103 | (c) (347) 461-7383 jromano@dep.nyc.gov				
Project Cost Value	$50,000,000.00				
Title on Project:	Project Controls Engineer				
Individual's Duties & Responsibilities:	Monthly analysis of the contractor's CPM schedule updates, monthly reporting and forecasting the schedule milestones throughout the life of the project, and developing the final delay analysis upon project completion				
Individual's Start Date on Project: MM/YY	09/15	**Individual's End Date on Project: MM/YY**	On going		
Individual's Total Time on Project: (in months)	44 months +	**% of time spent on Qualifying activities**	35%	**Qualifying time: (in months)**	15.4 months +
Explain gaps in chronology for qualifying experience:					

Total Time: Identify the total time the Individual spent on the project (start date to end date, in months)
% of time on Qualifying activities: Identify the percentage of time spent performing qualifying activities during the Total Time.
Qualifying Time: Calculate the percentage of time spent performing qualifying activities by the total time to determine the number of qualifying months meeting the experience required for the Key Personnel title on the proposed Design Build project.
Example: Total Time on project is 12 months (1st box) with 50% of time spent on qualifying activities (2nd box) equals 6 months of qualifying time (3rd box).

Project Information Forms
Attachment 3.3



ATTACHMENT 3.3

PROJECT INFORMATION FORM (PAGE 1)

Complete a copy of this form for each past project (between three and five projects) in accordance with Sections 2.3 and 3.2 of the RFQ. Do not alter the Form, other than typing in text. Fields may be expanded to accommodate additional text, as long as completed Form is no more than four (4) pages in length. Do not include photographs or web links. NYSDEC reserves the right to contact any Owner to verify the information provided.

Respondent	**AECOM**					
Name of firm (if subcontractor)						
Role of firm	Prime Consultant					
Experience (years)	Waste Water:	100+	Water:	100+	Design-Build:	25

DESCRIPTION OF PAST PROJECT

Name of project	**Government Cut Force Main and Water Main Replacement**
Location	Miami-Dade County, Florida
Brief description	AECOM was contracted by MDWASD as their Design Criteria Professional and Owner's Representative for their first design-build project to develop the design criteria package and procurement documents for a replacement of MDWASD's 54-inch Force Main (FM) that extends from Miami Beach to Fisher Island. The existing FM, which was originally installed using PCCP pipe and cut- and cover methods of construction, was deteriorating due to defective pipe and was also in conflict with the Miami Harbor program to deepen the main shipping channel to increase the Port of Miami's (POM) capacity to accommodate the Post-Panamax "Super" Ships. AECOM prepared the procurement documents for MDWASD that included design criteria, specifications, conceptual plans, GBR, and acquired all environmental resources permits for the scaled back project. AECOM also assisted in the successful procurement of a Design-Builder. Since design-build was relatively new to MDWASD, AECOM developed a qualification and value-based selection process and assisted with advertising, negotiating, and award of the contract. The procurement process was highly successful and has served as a model for future MDWASD design-build procurements. The procurement approach encouraged design-build teams to propose value-added alternatives that would reduce project costs. The selected Design-Builder proposed an alternate that allowed the water main to be constructed with a 30-inch OD HDD bore. The proposal was accepted and successfully implemented at a cost savings to MDWASD.

Nature of work / duties firm was responsible for	– Program Implementation Plan – Risk Management Workshops – Stakeholder coordination and public relations – Alignment analysis – Hydraulic analysis – Basis of Design Reporting – Topographic and bathymetry surveys – Contamination Screening – Benthic Resource Characterization – 30% design criteria plans and specifications – Right of Way Engineering - legal descriptions and parcel surveys for land rights acquisition. – Geotechnical data reporting and baseline reporting – Utility relocation planning – CPM schedule and Class 2 cost estimating – ROW/easement acquisition services – Environmental resource permitting – Industry outreach workshops – Technical advisor to Selection Committee non-voting) – Contracting and negotiation assistance – Criteria engineering review services – Limited construction support services – Claims review services – Specialty inspections – Close-out/certification of final resource permits		
Past project aspects/similarities to the Project in this RFQ	– Procurement RFQ/RFP and contract documents for a pipeline replacement design-build project using horizontal directional drilling and micro-tunnel boring techniques – Design-Build project implementation providing technical, risk management and procurement lessons learned applicable to this work – AECOM developed effective design-build procurement approach which has served as model for future MDWASD projects		
List any awards or citations received	2014 DBIA Project of the year		
Involved Design QA?	Yes	**Involved Construction QA?**	Yes
Owner details (department, agency, authority, etc.)	**Owner Name**	Miami-Dade Water and Sewer Department	
	Address	3071 SW 38th Avenue Miami, FL 33146	
	Contact name	Mr. Lin Li, Project Manager	
	Telephone and e-mail	786.865.8892 lin.li@miamidade.gov	
	Contract Reference #	E07-WASD-09	
Contract Award Date	04/2009	**Final Contract Value (US$):**	inal ee: $6.5 M (preliminary design; procurement assistance; construction phase services) inal onstruction ost: $77 M

ATTACHMENT 3.3 (Page 2)

PROJECT INFORMATION FORM (PAGE 2)

RESPONDENT	**AECOM**		
Name of firm			
DESCRIPTION OF PROJECT PERFORMANCE			
Name of project from page 1	**Government Cut Force Main and Water Main Replacement**		
Contract Value as Bid (if applicable): (US$)	Engineering Contract: $6.5M	**Final Contract Value (US$):**	Engineering Contract: $6.5M Construction Contract Value – $77M (inclusive of contingencies + dedicated allowances)
% of total work done by Firm:	72%	**Commencement date:**	04/2009
Planned completion date as bid or proposed:	10/2013	**Actual completion date:**	10/2013
Any Litigation? (yes or no):	No	**Total Claim (US$)**	N/A
Liquidated Damages >$25k (yes/no):	No	**Total Assessment (US$)**	N/A
Key Personnel Change Assessment Fee (yes/no):	No	**Total Fee (US$)**	N/A
M/WBE, DBE or SDVOB Compliance Goals in Contract (as % of final contract value)	26%	**M/WBE, DBE or SDVOB Attainment (final or current projection % of final contract value)**	28%

NARRATIVE

1) Self-Assessment:

AECOM was successful in helping the client implement their first water/wastewater design-build procurement. As a testament to the success of the procurement and the project, the procurement process used on this project has been used a model on subsequent design-build projects for this client.

2) Explanations:

N/A – project completed on schedule and on budget as planned.

Use the space below to explain any or all of the following situations if they occurred on the project:

a. Final Contract Value or Expected Contract Value exceeds the Contract Value as Bid. Describe the reason(s) why the project costs were over budget.

b. Justification of why the project is/was behind schedule.

c. Amount of Claims is greater than $0. Detail the number and amount of each claim.

d. Litigation. Describe background behind litigation, current status, etc.

e. Amount of Liquidated Damages greater than $25,000. Detail the number of issues and amount of Liquidated Damages for each issue.

f. Key Personnel Change Assessment Fee – Detail the number of fees assessed and the total value assessed to date.

ATTACHMENT 3.3

PROJECT INFORMATION FORM (PAGE 1)

Complete a copy of this form for each past project (between three and five projects) in accordance with Sections 2.3 and 3.2 of the RFQ. Do not alter the Form, other than typing in text. Fields may be expanded to accommodate additional text, as long as completed Form is no more than four (4) pages in length. Do not include photographs or web links. NYSDEC reserves the right to contact any Owner to verify the information provided.

Respondent	**AECOM**					
Name of firm (if subcontractor)						
Role of firm	Prime Consultant					
Experience (years)	Waste Water:	100+	Water:	100+	Design-Build:	25

DESCRIPTION OF PAST PROJECT	
Name of project	**Norris Cut Force Main Replacement Tunnel**
Location	Miami-Dade County, Florida
Brief description	AECOM was contracted to assist Miami-Dade Water and Sewer Department replace a critical force main under Norris Cut after it was found to be in imminent threat of failure. The project was successfully implemented using design-build delivery in less than five years with AECOM serving as MDWASD's criteria professional, procurement consultant, and owner's representative from project conception to final construction and commissioning. The project consisted of replacing a critical existing sanitary sewage force main (FM) pipeline under Norris Cut from the Central District Wastewater Treatment Plant (CDWWTP) to Fisher Island. The existing 54-inch pipeline consisted of pre-stressed concrete cylinder pipe and transmits all sewage collected from Miami Beach, Surfside, Bal Harbor, Bay Harbor, North Bay Village and Fisher Island to the CDWWTP on Virginia Key for treatment and disposal, and there would have been disastrous consequences if it ruptured. AECOM performed a preliminary design; **prepared design criteria documents for a design-build tender; assisted MDWASD in permitting, public outreach, and procuring a design-build team; and performed engineering services during final design and construction**. The Norris Cut Tunnel includes 5,300 linear feet of 10-ft diameter TBM-mined tunnel with a pre-cast concrete segmental liner at 80 to 90 feet below existing grade. The tunnel passed under Norris Cut with approximately 40 feet of cover. Ground conditions consisted of a highly pervious and variable coralline limestone formation with pockets and layers of clean sand.

Nature of work / duties firm was responsible for	– Route Selection/Preliminary Design – Preparation of Design Criteria Documents – Geotechnical and Geophysical Investigations – Bathymetric and topographic Surveys – Geotechnical Data and Baseline Reports – Permitting and Community Outreach – Right of Way Engineering and property acquisition – Preparation of Procurement Documents – Evaluation of Design-Build Tender Submittals – Negotiation assistance leading to contract award – Engineering Services during Final Design – Owner's representative overseeing compliance during the construction phase – Final certification/close-out and settlement of all outstanding contractual matters		
Past project aspects/similarities to the Project in this RFQ	– Design-Build project implementation providing technical, risk management and procurement lessons learned applicable to this work – Trenchless installations and horizontal directional drilling technology – Complex environmental permitting process for a sub-aqueous coastal tunnel crossing sensitive areas – Aggressive schedule – successfully replaced the force main in a 4½ year period from project inception to being placed in service – Successful project implementation eliminated risk of environmental disaster associated with leakage into sensitive ecological habitats		
List any awards or citations received	ASCE Florida Section, Category II- Honorable Mention, Project of the Year, 2015		
Involved Design QA?	Yes	**Involved Construction QA?**	Yes
Owner details (department, agency, authority, etc.)	**Owner Name**: Miami-Dade Water and Sewer Department **Address**: 3071 SW 38th Avenue Miami, FL 33146 **Contact name**: Mr. Lin Li, Project Manager **Telephone and e-mail**: 786.865.8892 lin.li@miamidade.gov **Contract Reference #**: E07-WASD-09 (Phase 2)		
Contract Award Date	4/2012	**Final Contract Value (US$):**	inal ee: $2.0M (Engineering; Permitting; Procurement; and Construction Phase Services) Total esign uild ontract alue: $72M (Construction cost and dedicated allowances)

ATTACHMENT 3.3 (Page 2)

PROJECT INFORMATION FORM (PAGE 2)

RESPONDENT	**AECOM**		
Name of firm			
DESCRIPTION OF PROJECT PERFORMANCE			
Name of project from page 1	**Norris Cut Force Main Replacement Tunnel**		
Contract Value as Bid (if applicable): (US$)	Engineering ontract: $2M	**Final Contract Value (US$):**	Engineering ontract: $2M onstruction ontract alue: $72M (inclusive of contingencies + dedicated allowances)
% of total work done by Firm:	72%	**Commencement date:**	04/2012
Planned completion date as bid or proposed:	12/2016	**Actual completion date:**	12/2016
Any Litigation? (yes or no):	No.	**Total Claim (US$)**	N/A
Liquidated Damages >$25k (yes/no):	No	**Total Assessment (US$)**	N/A
Key Personnel Change Assessment Fee (yes/no):	No.	**Total Fee (US$)**	N/A
M/WBE, DBE or SDVOB Compliance Goals in Contract (as % of final contract value)	26%	**M/WBE, DBE or SDVOB Attainment (final or current projection % of final contract value)**	28%

NARRATIVE

1) Self-Assessment:

This successful project received industry recognition in the form of honorable mention for project of the year in 2015 from the ACSE Florida Section. AECOM played a key role in helping the project meet the needed schedule, which was a driving reason that design-build was used for this project.

2) Explanations:

N/A – project completed on time and on budget as planned.

Use the space below to explain any or all of the following situations if they occurred on the project:

a. Final Contract Value or Expected Contract Value exceeds the Contract Value as Bid. Describe the reason(s) why the project costs were over budget.

b. Justification of why the project is/was behind schedule.

c. Amount of Claims is greater than $0. Detail the number and amount of each claim.

d. Litigation. Describe background behind litigation, current status, etc.

e. Amount of Liquidated Damages greater than $25,000. Detail the number of issues and amount of Liquidated Damages for each issue.

f. Key Personnel Change Assessment Fee – Detail the number of fees assessed and the total value assessed to date.

ATTACHMENT 3.3

PROJECT INFORMATION FORM (PAGE 1)

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Respondent	**AECOM**					
Name of firm (if subcontractor)						
Role of firm	Program and Construction Management / Owner Representative					
Experience (years)	Waste Water:	100+	Water:	100+	Design-Build:	25
DESCRIPTION OF PAST PROJECT						
Name of project	**Blue Plains Tunnel Dewatering Pump Station / Enhanced Clarification Facility (TDPS/ECF)**					
Location	Washington, DC					
Brief description	AECOM has provided Program and Construction Management Services at Blue Plains WWTP for several years, and is now completing the single largest capital improvement program ever undertaken by the utility; a $3.8 billion, 10-year Capital Improvements Program that includes a series of permit and consent decree required projects to meet more stringent Chesapeake Bay Nitrogen Discharge requirements. One key Design-Build project was as follows: **Design-Build Tunnel Dewatering Pump Station & Enhanced Clarification Project** This Project is integral to DC Water's Total Nitrogen and Wet-Weather (TN/WW) plan, mandated by federal consent decree. AECOM supported DC Water to optimize the benefits of utilizing Design-Build procurement that promoted innovation by the Design-Build (DB) entities while requiring them to meet mandatory technical requirements and remain responsive to DC Water's project objectives. AECOM's developed a concept design with specific quality and performance requirements for the new facilities, and assisted DC Water in technical discussions with Federal EPA to gain regulatory acceptance. **Procurement Phase.** AECOM conducted a thorough industry outreach to notify and engage industry major firms and the local contracting community, and integrated their comments into the project delivery strategy and procurement process. AECOM prepared procurement documents and the Design Build contract, and assisted DC Water to conduct a fixed price lump sum two-step, RFQ and RFP process, with a "best value" selection that incorporated both non-price and pricing factors. Due to the Project size and complexity, it attracted five (5) strong joint venture DB teams. AECOM assisted the DC Water Selection Committee to evaluate qualifications and experience, and three (3) DB teams were shortlisted to participate in an enhanced RFP process. This process incorporated confidential / proprietary meetings with each DB team for DC Water to entertain and evaluate proposed technical alternates and obtain Preliminary Technical Proposals which increased innovation, competiveness and reliability of Technical Proposals. After receipt, review, evaluation of Technical Proposals and interviews followed by final scoring of Technical Proposals, Price Proposals were opened and evaluated and scored. DB teams were ranked on the "best value" calculation specified in the RFP, and the top ranked DB team was selected and approved by DC Water as Design Builder.						

	The DB procurement process resulted in a selection that provided the highest value Technical Proposal with the lowest fixed lump sum Price, approximately $20 Million under the DC Water estimated cost **Construction and Commissioning.** During design and construction, AECOM reviewed design submittals, technical evaluation of site issues, and commercial evaluation of risk issues and potential Owner directed changes. During testing and commissioning AECOM reviewed Design Builder performance to validate design intent and specified Contract performance tests. The Project has met consent decree requirements and is successfully receiving and treating wet weather flows to improve water quality of the Washington's Potomac River for both recreation and commercial interests.
Nature of work / duties firm was responsible for:	– Developed project delivery strategy for Design Build for a large wet weather facility for 250 mgd, expandable to 500mgd, to include a 135 ft. deep pump station and an enhanced treatment facility – Conducted planning and technical studies to present technology solutions to DC Water that met or exceeded regulatory requirements. – Established concept design, quality, performance specifications, general requirements to serve as basis for requesting, evaluating and scoring Technical Proposals – Performed industry outreach national and local firms to inform, attract and obtain input for development of the DB procurement strategy and documents – Developed the procurement documents and DB Contract, and managed the two-step two-stage procurement process from advertisement through award.
Past project aspects/similarities to the Project in this RFQ	– Design-Build Lessons Learned applicable to planning and executing a comprehensive and efficient Design Build Project planning, procurement and implementation. – Evaluating various technical alternates that promote innovation that reduce schedule and costs – Planning and executing a comprehensive and efficient procurement process that provided the Owner Selection Committee a clear and definitive selection process for a DB contract award that avoided disputes and protests. – Owner's Representative Services to ensure that technical quality and performance requirements are met – Establishing and managing Project controls and data systems that support Design Build contract administration and documentation
List any awards or citations received	Design Build Institute of America (DBIA) and American Water Works Assoc. (AWWA) presentation recognition.

Involved Design QA?	Yes	**Involved Construction QA?**	Yes
Owner details (department, agency, authority, etc.)	**Owner Name**	District of Columbia Water and Sewer Authority (DC Water)	
	Address	125 O Street SE Washington, DC 20005	
	Contact name	Leonard Benson, Chief Engineering and Assistant General Manager	
	Telephone and e-mail	202.787.2358 leonard.benson@dcwasa.com	
	Contract Reference #	120070	
Contract Award Date	Jan. 2013	**Final Contract Value (US$):**	$215 million (PM Contract Amount)

ATTACHMENT 3.3 (Page 2)

PROJECT INFORMATION FORM (PAGE 2)

RESPONDENT	**AECOM**		
Name of firm			
DESCRIPTION OF PROJECT PERFORMANCE			
Name of project from page 1	**Blue Plains Tunnel Dewatering Pump Station and Enhanced Clarification Facility (TDPS / ECF)**		
Contract Value as Bid (if applicable): (US$)	$201 Million	**Final Contract Value (US$):**	$215 Million
% of total work done by Firm:	N/A	**Commencement date:**	July 2011
Planned completion date as bid or proposed:	March 2018	**Actual completion date:**	July 2018
Any Litigation? (yes or no):	No	**Total Claim (US$)**	None
Liquidated Damages >$25k (yes/no):	See below	**Total Assessment (US$)**	See below
Key Personnel Change Assessment Fee (yes/no):	No	**Total Fee (US$)**	N/A
M/WBE, DBE or SDVOB Compliance Goals in Contract (as % of final contract value)	Minority and Women Business Enterprises (MBE/WBE) of 28% and 4%, respectively, for professional services and 32% and 6%, respectively, for construction.	**M/WBE, DBE or SDVOB Attainment (final or current projection % of final contract value)**	Met requirements

NARRATIVE

1. **Self-Assessment:**

   AECOM was successful in helping the client implement a best-value selection procurement for a complicated design-build project with considerable underground engineering and construction scope elements. Drawing on our decades of providing construction management and engineering services at this site, we were able to devise and implement a custom procurement that fit the client's needs

   This design-build procurement and project execution also provided several lessons learned with respect to: establishing performance criteria and requirements that can be clearly measured and validated, promoting innovation to reduce project cost, and establishing a clear and very structured procurement approach that gives the Owner Selection Committee an efficient and effective selection process.

2. **Explanations:**

   While some preliminary site investigations of existing infrastructure were conducted to establish Owner allowances and a contingency, further technical evaluations may have been beneficial to avoid unforeseen circumstances that had to be addressed during construction.

a. Final Contract Value or Expected Contract Value exceeds the Contract Value as Bid: Increased DB contract costs, within Owner allowances and contingency of the original Total Contract Amount were encountered based on physical modeling done by DB after award, interfaces with the tunnel collection system, and unforeseen site conditions of existing infrastructure.

b. Justification of why the project is/was behind schedule: Project acceptance required three sufficient wet weather events to demonstrate performance requirements and an extensive O&M training program that extended the schedule, without affecting the Project readiness to meet its intended purpose.

c. Amount of Claims is greater than $0. Detail the number and amount of each claim: N/A

d. Litigation. Describe background behind litigation, current status, etc.: N/A

e. Amount of Liquidated Damages greater than $25,000: Some LDs are pending negotiations for final completion items.

f. Key Personnel Change Assessment Fee: N/A

ATTACHMENT 3.3

PROJECT INFORMATION FORM (PAGE 1)

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Respondent	**AECOM**					
Name of firm (if subcontractor)						
Role of firm	Owner's Representative/Advisor - Prime Consultant					
Experience (years)	Waste Water:	100+	Water:	100+	Design-Build:	25

DESCRIPTION OF PAST PROJECT

Name of project	**Regina Wastewater Treatment Plant Owner's Representation**
Location	Saskatchewan, Canada
Brief description	AECOM provided Owner's Representative/Advisor services for the design-build-finance-operate-maintain (DBFOM) upgrade at the Regina Wastewater Treatment Plant. The lifecycle contract value was $377.2 million (CAD), which included a capital cost of $180.8 million (CAD). **Planning and Preliminary Design Phase.** One of the key aspects of the planning and preliminary design phases was to determine and manage project risks. For those risks that would be transferred to the design-builder, it was necessary to minimize the dollar value applied to those risks by the design-builder. Hydraulic modeling and condition assessment of the force main from the existing off-site raw sewage pumping station to the WWTP (a distance of 3.7 miles) was completed to determine the flow and pressure constraints for the design-builder. GIS work was completed to set the geographical boundaries for the design-builder. The preliminary design was completed for the purposes of developing capital and O&M cost estimates, as well as providing the confidence that the project could be built and within the required timeline. This preliminary design was provided to the bidders as an "indicative design" that articulated one possible way of designing the plant. **Procurement Phase.** The procurement phase involved both RFQ and RFP stages. Collaboration and integration between AECOM and the City were established and three working committees were created to represent each of the technical, legal and financial requirements. AECOM and the City laid out a road map for the procurement process, including formal integration meetings to ensure that the bridging documents represented the technical requirements, the City's legal framework and financial requirements. Once the bid documents were issued, AECOM and the City established a collaborative culture with the Bidders to focus on common goals. Bidders presented their ideas, technologies and concerns about the project agreement at pre-scheduled collaborative meetings coordinated by AECOM to discuss risk transfer and other Bidder issues of concern. **Design and Construction Phase.** Following award of the contract, AECOM monitored the design and construction of the facility including verifying that the

<table>
<tr><td></td><td colspan="3">contractor complied with all contract requirements, auditing QA/QC records, reviewing design submittals, and witnessing performance testing.</td></tr>
<tr><td>Nature of work / duties firm was responsible for</td><td colspan="3">– Planning and Preliminary Design
– Preparation of Bridging Documents
– Procurement Services:
• Participating in risk assessments
• Managing the project office, data room, and electronic data room
• Hosting integration meetings with the client's technical, legal and financial working groups
• Managing the RFQ and RFP development processes
• Managing the RFI process, log and responses
• Coordinating collaborative meetings with shortlisted bidders
– Oversight of Design-Builder during Construction
– QA/QC Auditing
– Advancing the Permitting Process with Regulators
– Clarifying Traffic Access Routes
– Geotechnical Investigations
– Public Outreach Support
– Condition Assessments and Hydraulic Modeling</td></tr>
<tr><td>Past project aspects/similarities to the Project in this RFQ</td><td colspan="3">– Design-Build Lessons Learned Applicable to this Work
– Owner's Representative Services
– Procurement Documents and Services
– QA/QC Auditing
– Managing Project Data Systems</td></tr>
<tr><td>List any awards or citations received</td><td colspan="3"></td></tr>
<tr><td>Involved Design QA?</td><td>Yes</td><td>Involved Construction QA?</td><td>Yes</td></tr>
<tr><td rowspan="5">Owner details (department, agency, authority, etc.)</td><td>Owner Name</td><td colspan="2">City of Regina</td></tr>
<tr><td>Address</td><td colspan="2">2476 Victoria Avenue
Regina, Saskatchewan S4P 3C8</td></tr>
<tr><td>Contact name</td><td colspan="2">Greg Kuntz. P.Eng.
Manager of Environmental Services</td></tr>
<tr><td>Telephone and e-mail</td><td colspan="2">306.519.5465
gkuntz@regina.ca</td></tr>
<tr><td>Contract Reference #</td><td colspan="2">PO # 5200-125-20</td></tr>
<tr><td>Contract Award Date</td><td>January 31, 2011
(AECOM contract)

July 3, 2014
(DBFOM contract)</td><td>Final Contract Value (US$):</td><td>Fee Value – $9M CAD (ees)

DBFOM Lifecycle cost contract value - $377.2 million CAD</td></tr>
</table>

ATTACHMENT 3.3 (Page 2)

PROJECT INFORMATION FORM (PAGE 2)

RESPONDENT	**AECOM**		
Name of firm			
DESCRIPTION OF PROJECT PERFORMANCE			
Name of project from page 1	**Regina Wastewater Treatment Plant Owner's Representation**		
Contract Value as Bid (if applicable): (US$)	$377.2 million (CAD) lifecycle cost contract value	**Final Contract Value (US$):**	$377.2 million (CAD) lifecycle cost contract value
% of total work done by Firm:	90% (AECOM had some subconsultants)	**Commencement date:**	January 31, 2011 (AECOM contract)
Planned completion date as bid or proposed:	Target Substantial Completion: Dec 31, 2016 to meet Permit	**Actual completion date:**	Actual Substantial Completion: Dec 31, 2016
Any Litigation? (yes or no):	No	**Total Claim (US$)**	Not applicable
Liquidated Damages >$25k (yes/no):	No	**Total Assessment (US$)**	Not applicable
Key Personnel Change Assessment Fee (yes/no):	No	**Total Fee (US$)**	Not applicable
M/WBE, DBE or SDVOB Compliance Goals in Contract (as % of final contract value)	No goals	**M/WBE, DBE or SDVOB Attainment (final or current projection % of final contract value)**	Not applicable

NARRATIVE

1) Self-Assessment:

AECOM successfully provided a full suite of technical and management support services for a complex scope and deal structure (Design-Build-Operate-Maintain).

2) Explanations:

N/A – project completed on schedule and on budget as planned.

Use the space below to explain any or all of the following situations if they occurred on the project:

a. Final Contract Value or Expected Contract Value exceeds the Contract Value as Bid. Describe the reason(s) why the project costs were over budget.

b. Justification of why the project is/was behind schedule.

c. Amount of Claims is greater than $0. Detail the number and amount of each claim.

d. Litigation. Describe background behind litigation, current status, etc.

e. Amount of Liquidated Damages greater than $25,000. Detail the number of issues and amount of Liquidated Damages for each issue.

f. Key Personnel Change Assessment Fee – Detail the number of fees assessed and the total value assessed to date.

ATTACHMENT 3.3

PROJECT INFORMATION FORM (PAGE 1)

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Respondent	**AECOM**					
Name of firm (if subcontractor)						
Role of firm	Design-Build Procurement Structuring Consultant and Program Manager					
Experience (years)	Waste Water:	100+	Water:	100+	Design-Build:	25
DESCRIPTION OF PAST PROJECT						
Name of project	**Jacob K. Javits Convention Center**					
Location	New York, New York					
Brief description	AECOM was the Design-Build Procurement Structuring Consultant and is currently the Program Manager on the $1.325 billion design-build (DB) expansion of the Jacob K. Javits Convention Center in New York City. Javits is the busiest convention center in the United States, with mission critical operations involving tens of thousands of users and truck deliveries, and millions of visitors annually. The 1.25 million-sq.-ft expansion is the first design-build high-rise institutional facility of this scale in the City of New York. AECOM leads the review and conformance for the basis of design and DB deliverables for all program and operational requirements for the Javits Expansion. We run weekly meetings with the Javits operator to review all site logistics, impact to existing operations (including fire egress), design development, RFIs, status of specialty items (including security, IT, AV, FA, F&B and vertical circulation). Through DB contract requirements and constant control and collaboration with the design-builder, client and operator, we have been able to maintain Javits running at full capacity without a single impact.					
Nature of work / duties firm was responsible for	DB Structuring and Procurement Management This procurement was carried out in 10 months, from final packaging of the Program Requirements, through RFQ, DB contract development, DB RFP, DB RFP response evaluation, and selection, BAFO and VE, award, and DBE contract execution. As Lead Technical Procurement Advisor, AECOM's scope included but was not limited to: - Evaluation of best practices and coordination of all strategic procurement changes with client and operator to move from design-bid-build to DB within an accelerated schedule; - Technical lead and client support during the entire DB procurement structuring, review, selection, and DB contract execution Process. - Coordination and management of a multidisciplinary including architects, engineers, lawyers, operators, schedule and cost managers, planners, and market specialists to develop the Program and Performance Specifications used as the basis of design for the DB RFP response and ultimate Program; ontinued next page					

Nature of work / duties firm was responsible for *(continued)*	– Client support in the RFQ creation, go-to-market strategy, RFQ response review and evaluation, and shortlist selection process of potential DBs; – Lead technical team in the RFP creation, go-to-market strategy, RFI response, Alternative Technical Concepts (ATC) meetings with DB bidders, Contractual Negotiation meetings with DB bidders, RFP addenda review for conformance and innovation confidentiality; – Managed the Executive Procurement PMO oversight of DB RFP technical response leveling, review, and evaluation for conformance and best value including project, design, construction strategy, MWBE strategy, schedule, team capacity, Innovation, and stakeholder and operator strategy; – Oversight of DB RFP financial response leveling, review, and evaluation for conformance and best value; – Client support/coordination of DB RFP response value selection process; – Client support during BAFO, Value Engineering, Contract Negotiation, final contract conformance, and award; and – Transition to DB program execution including establishment of PMO office co-located with design-build entities. As Program Manager, AECOM's scope includes: – Program and project management, including project controls, workflow review and set up and day-to-day management; – Conflict resolution through peer reviews, conformance review, check estimates and negotiation of change orders for professional services and construction for the design-builder; – Development of BIM DB requirements and BIM review for design progress conformance and construction payment requisitions – Review of all DB deliverables covering architectural, civil, landscape, structural, mechanical, electrical, plumbing, fire alarm, low voltage, IT, AV, security, food and beverage, vertical circulation, FF&E and LEED. This includes the management and review for compliance and conformance of the Design-Builder's design including integrated set delivery, BIM, design-assist development, shop drawings, and field modifications; – Schedule and logistics review		
Past project aspects/similarities to the Project in this RFQ	– Design-Build Lessons Learned Applicable to this Work – Owner's Procurement Consultant – QA/QC Auditing		
List any awards or citations received			
Involved Design QA?	Yes	**Involved Construction QA?**	Yes
Owner details (department, agency, authority, etc.)	**Owner Name**	New York Convention Center Operation Corporation	
	Address	655 West 34th Street New York, NY 10001-1188	
	Contact name	Alan Steel President and CEO	
	Telephone and e-mail	Office 212.216.2130; Cell 347.931.6354 asteel@javitscenter.com	
	Contract Reference #	N/A	
Contract Award Date	2016	**Final Contract Value (US$):**	See next page

ATTACHMENT 3.3 (Page 2)

PROJECT INFORMATION FORM (PAGE 2)

RESPONDENT	**AECOM**		
Name of firm			
DESCRIPTION OF PROJECT PERFORMANCE			
Name of project from page 1	**Jacob K. Javits Convention Center**		
Contract Value as Bid (if applicable): (US$)	DB Contract Value: $1.325 Billion USD PM Contract Value (AECOM Tishman): $40 MM AECOM DCS Contract Value as part of the Javits PM team: $6 MM	**Final Contract Value (US$):**	Project ongoing
% of total work done by Firm:	N/A	**Commencement date:**	2016
Planned completion date as bid or proposed:	2021	**Actual completion date:**	Ongoing
Any Litigation? (yes or no):	N/A	**Total Claim (US$)**	N/A
Liquidated Damages >$25k (yes/no):	N/A	**Total Assessment (US$)**	N/A
Key Personnel Change Assessment Fee (yes/no):	N/A	**Total Fee (US$)**	N/A
M/WBE, DBE or SDVOB Compliance Goals in Contract (as % of final contract value)	N/A	**M/WBE, DBE or SDVOB Attainment (final or current projection % of final contract value)**	N/A

NARRATIVE

1) Self-Assessment:

As Program Manager, AECOM has been integral in helping the client maintain ongoing functionality of this mission critical convention center while the upgrades are being constructed. There has not been a single impact or relief event for the DB. The entire AECOM team has performed as planned and provided excellent service as evidenced by this quote from the client:

The E team and arcos ia on ale in particular have been instrumental in achieving the enter s goals and in the delivery of services essential to the successful completion of the enter s expansion.

Alan E. Steele
President and CEO
Convention Center Operating Corporation

2) Explanations:

N/A – project is currently on budget and schedule as planned.

Use the space below to explain any or all of the following situations if they occurred on the project:

a. Final Contract Value or Expected Contract Value exceeds the Contract Value as Bid. Describe the reason(s) why the project costs were over budget.

b. Justification of why the project is/was behind schedule.

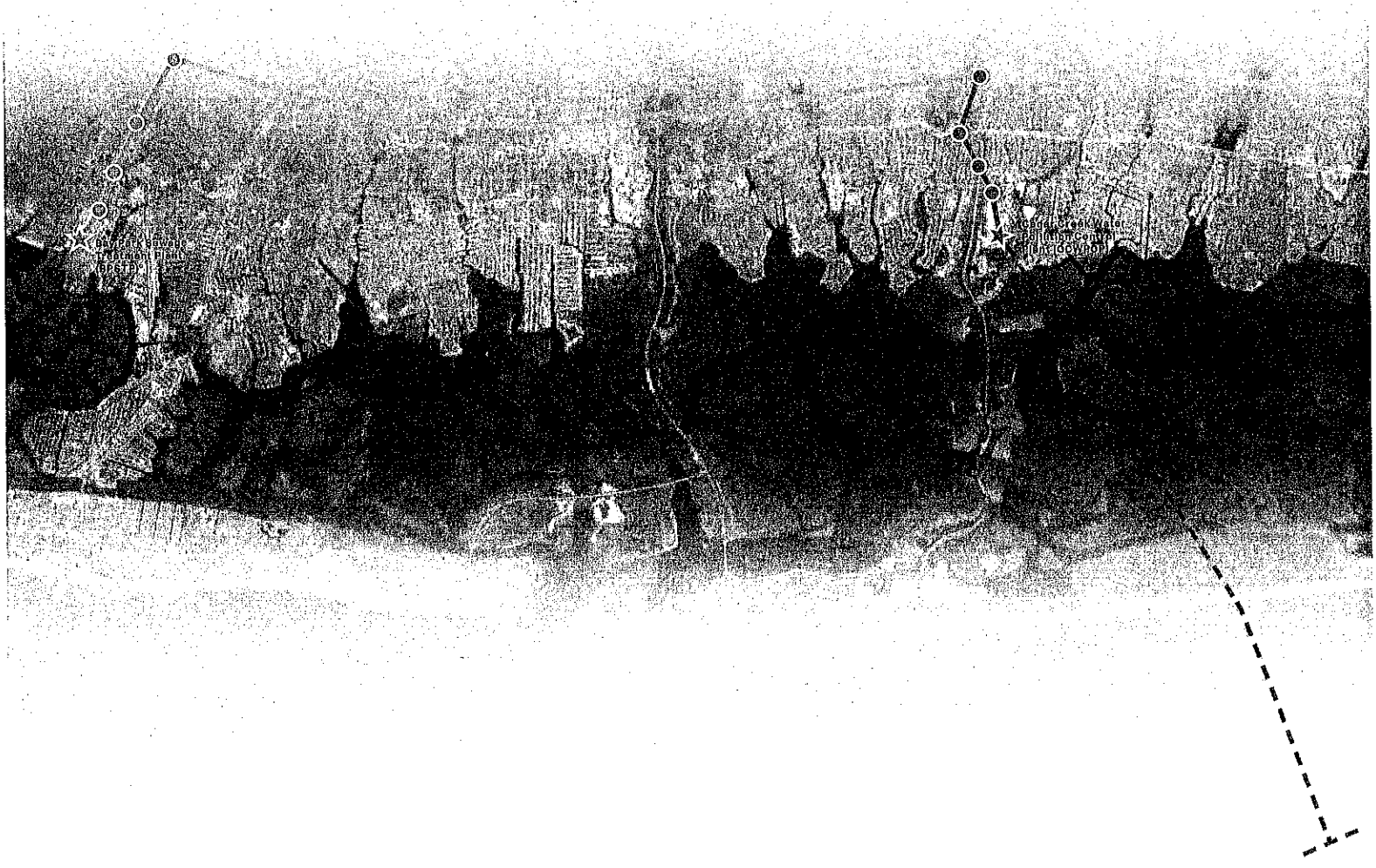
c. Amount of Claims is greater than $0. Detail the number and amount of each claim.

d. Litigation. Describe background behind litigation, current status, etc.

e. Amount of Liquidated Damages greater than $25,000. Detail the number of issues and amount of Liquidated Damages for each issue.

f. Key Personnel Change Assessment Fee – Detail the number of fees assessed and the total value assessed to date.

AECOM
Administrative Forms



ATTACHMENT 2

STATEMENT OF QUALIFICATIONS SUBMITTAL FORM

The Respondent hereby declares that either personally or through authorized representative(s), the Respondent has carefully examined all RFQ documents, and Respondent's submittals; and understands all terms and conditions of these documents. The Respondent further understands that in signing this form, the right to plead any misunderstanding regarding the same is waived.

Pursuant to and in compliance with the RFQ Documents for DEC Contract No. C011506, the Respondent hereby offers to furnish all labor, materials, supplies, and equipment necessary for the completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, utilizing the Key Personnel identified within the attached Statement of Qualifications.

The Respondent must complete, sign and return this form to have its Statement of Qualifications considered. Failure to provide all the requested information or to sign where provided may result in the Statement of Qualifications being eliminated from further consideration. The undersigned shall meet all required submittal time periods listed in the RFQ.

The undersigned hereby designates the following office as the office to which such Notice of Intent to Award and Notice of Award may be mailed or delivered:

AECOM USA, Inc.
Company Name

125 Broad Street, 14th Floor
Street Address

New York, NY 10004
City, State and Zip Code

Signature *Paul F. Storella, PE* *May 31, 2019* Date

Senior Vice President - Metro NY/NJ Regional Business Line Leader - Water
Title

Phone Number (*212*) *984-7379*
Fax Number (*212*) *661-7535*
E-mail address *paul.storella@aecom.com*

ATTACHMENT 2.1

FIRM'S LEGAL INFORMATION

(Must be completed by Respondent and all its subcontractors)

NAME OF FIRM (as registered with the NYS Dept. of State)		
AECOM USA, Inc.		
Main office and contact details of Firm		
Main office address:	Contact name	*Paul F. Storella, PE*
125 Broad Street, 14th Floor *New York, NY 10004*	Title	*Senior Vice President*
	Telephone No.	*212.984.7379*
	Email	*paul.storella@aecom.com*
Local or regional contact details of Firm (if different from above)		
Local/regional office address:	Contact name	
	Title	
	Telephone No.	
	Email	

ADDITIONAL INFORMATION			
Firm DUNS Number	[redacted]	**Name of Firm's parent Company, if any**	*AECOM USA, Inc.*
Firm's Federal ID Number	[redacted]	**Additional Certifications, if any (e.g., MBE, WBE, SDVOB)**	*N/A*
Role in Contract (prime, sub)	*Prime*	**State of Incorporation**	*New York*
Has the firm been involved in any litigation in last ten years? If so, explain the nature and current status of each action.	AECOM USA, Inc. ("AECOM") is a large professional services company that executes thousands of projects annually. As with any large service company, from time to time, AECOM is involved in claims and litigation. However, we strive to avoid litigation and have a risk management program in place that includes early recognition of situations that might give rise to a claim, diligent documentation, open lines of communication and dispute resolution. None of our current litigation could reasonably be expected to have a material adverse effect on AECOM or its ability to perform under the Contract contemplated by the proposal. If you require additional information, please contact Robert Orlin, Chief Counsel – Northeast Region, at 212-973-3070 or robert.orlin@aecom.com.		
Has the firm been found in breach of a professional services contract? If so, explain the nature and current status of each action.	*N/A*		

ATTACHMENT 3.1

AUTHORIZATION TO PROVIDE PROFESSIONAL SERVICES IN NEW YORK STATE

NAME OF FIRM PROVIDING PROFESSONAL SERVICES	*AECOM USA, Inc.*	
EITHER (1) Copy of current Certificate of Authorization to provide Engineering Services issued by the New York State Education Department is attached.	**Yes** (copy attached)	**No** (Item (2) applies)
	X	
OR (2) Documentation is attached to this Attachment 3.1 demonstrating the ability to obtain Certificate of Authorization to provide Engineering Services from the New York State Education Department in accordance with the New York State Education Law, Title VIII, Articles 130, 145, 147 and 148.	**Yes, documentation attached, and further details are given below**	
If (2) applies, give details of attached documentation demonstrating ability to obtain the relevant certification / license: (Add additional lines if required.)		

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

AECOM USA INC
CT-BLMS
120 S CENTRAL AVENUE
SUITE 400
CLAYTON, MO 63105-0000

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

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0014949

ATTACHMENT 4

BIDDER'S/RESPONDENT'S CERTIFICATION NON-COLLUSIVE BIDDING AND NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES, AND STATE ETHICS LAW PROVISION, AND PROCUREMENT LOBBY LAW

BY SUBMISSION OF THIS BID/PROPOSAL AND BY SIGNING HEREUNDER THE BIDDER/RESPONDENT, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

A. NON-COLLUSION State Finance Law §139-d

1. The prices in this Bid/Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder/Respondent or with any competitor;

2. Unless otherwise required by law, the prices which have been proposed in this Bid/Proposal have not been knowingly disclosed by the Bidder/Respondent and will not knowingly be disclosed by the Bidder/Respondent prior to opening, directly or indirectly, to any other Bidder/Respondent or to any competitor; and

3. No attempt has been made or will be made by the Bidder/Respondent to induce any other person, partnership or corporation to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

B. MACBRIDE FAIR EMPLOYMENT PRINCIPLES State Finance Law §165(5)

1. it or any individual or legal entity in which the Bidder/Respondent holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Respondent, either: (answer yes or no to one or both of the following, as applicable).

2. has business operations in Northern Ireland;

☒No ☐ Yes (check answer) IF YES, COMPLETE #3

3. shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland and shall permit independent monitoring of their compliance with such Principles.

☒No ☐ Yes (check answer)

C. STATE ETHICS LAW PROVISION

By submittal of this Bid/Proposal, the undersigned hereby certifies, for and on behalf of the Bidder/Respondent, that he is familiar with the following provisions of the State Ethics Law provisions applicable to post employment restrictions affecting former state employees: POL §73(8)(a)(i) the two year bar, and §73(8)(a)(ii), the life-time bar, and that submittal of this Bid/Proposal is not in violation of either provision, and that no violation will occur by entering into a contract or in performance of the contractual services, and further that the Bidder/Respondent recognizes that DEC may rely upon this certification

Except as follows: (attach information if needed)

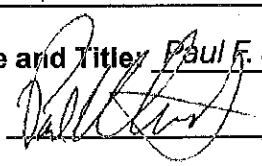
(Bidder/Respondent is to make full disclosure of any circumstances which could affect its ability to perform in complete compliance with the cited laws. Any questions as to the applicability of these provisions should be addressed to the New York State Ethics Commission, 39 Columbia Street, Albany, N.Y. 12207: telephone #1-800-87-ETHICS.)

D. PROCUREMENT LOBBYING AFFIRMATION

The Undersigned affirms that it understands and agrees to comply with the procedures of the New York State Department of Environmental Conservation relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Date: *May 31, 2019*

Print Name and Title: *Paul F. Storella, PE, Senior Vice President*

Signature: 

ATTACHMENT 5

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION GUIDELINES REGARDING PERMISSIBLE CONTACTS DURING A PROCUREMENT AND THE PROHIBITION OF INAPPROPRIATE LOBBYING INFLUENCE

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the "Lobbying Law"), makes major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements. More specifically, the Lobbying Law creates two new sections in the State Finance Law: Section 139-j addresses restrictions on "contacts" during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of offerers[1] during the procurement process. The Lobbying Law applies to all procurements initiated on or after January 1, 2006. In this regard, a procurement means a contract or agreement involving an annual expenditure in excess of $15,000 for a commodity, service, technology, public work, or construction; purchase, sale or lease of real property; or revenue contract.

In conformity with the Lobbying Law, during a procurement's restricted period[2] the only New York State Department of Environmental Conservation (Department) officer(s) or employee(s) that the offerer may "contact" is/are DEC Designated Contact person(s) for that procurement. In this regard, "contact" means any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence a procurement. Exceptions to this rule include:

- Submission of a written Proposal in response to an RFQ, RFP or any other solicitation method;
- Submission of written questions as part of an RFQ, RFP or other solicitation method where all written questions and written responses will be provided to all offerers;
- Participation in a pre-Proposal or pre-Proposal conference scheduled as part of an RFQ, RFP or other solicitation process;
- Written complaints by an offerer that the Department Designated Contact for a procurement fails to respond to in a timely manner;
- Negotiations with the Department following tentative award;
- Contacts between designated Department staff and offerer to request the review of a contract award; and
- Communications with the Department regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement, and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney, or State Comptroller.

An offerer shall not, under any circumstances, attempt to influence a Department procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to

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[1] Individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity, that contacts DEC about a procurement during the restricted period.

[2] The period of time commencing with the earliest written notice, advertisement or solicitation of a Request for Proposals (RFP), Request for Qualifications (RFQ), solicitation of Proposals or any other method for soliciting responses from offerers intending to result in a procurement contract by DEC, and ending with the final contract award and approval by DEC, and the Office of the State Comptroller (if required).

influence; or Public Officers Law Section 74, relating to the code of ethics for employees of state agencies, public authorities and public benefit corporations, members of the New York State Legislature, and Legislative employees.

An offerer who contacts the Department Designated Contact person for a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact, and whether the person/organization making the contact is the offerer or is retained, employed or designated by or on behalf of the offerer to appear before or contact DEC about the procurement.

An offerer that submits a Proposal, Proposal or other response to a Department RFP, RFQ or other solicitation method must: certify that it understands and agrees to comply with these guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence; and disclose whether any governmental entity has, within the prior four years, found the offerer non-responsible due to a violation of the Lobbying Law or the intentional provision of false or incomplete information. Further, all Department procurement contracts will contain: a certification by the offerer that all information provided to DEC with respect to the Lobbying Law is complete, true and accurate; and a provision authorizing DEC to terminate the contract in the event such information is found to be intentionally false or incomplete.

The Department will investigate all allegations of violations of Department guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence. A finding that an offerer has knowingly and willfully committed such a violation may result in a determination that the offerer and its subsidiaries are non-responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four (4) years of the first such determination may render the offerer and its subsidiaries ineligible to submit a Proposal or Proposal or be awarded a procurement contract for four (4) years from the date of the second determination. DEC will notify the New York State Office of General Services (OGS) of any determination of non-responsibility or debarments due to violations of the Lobbying Law.

If you require further guidance on the new Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at the following address:
http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html , where Frequently Asked Questions (FAQ's) and answers adopted by the council have been posted. A copy of the new Procurement Lobbying Law is also available on this website.

ATTACHMENT 6

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
AECOM USA, Inc.

Address:
125 Broad Street, 14th Floor
New York, NY 10004
Name and Title of Person Submitting this Form:
Paul F. Storella, PE, Senior Vice President

Contract Procurement Number: *C011506*

Date: *May 31, 2019*

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer questions 2 - 4, if no, go to question 5:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

(No) Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

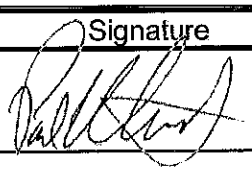
(Add additional pages as necessary)

Offerer Certification:

Offerer certifies that all information provided to the New York State Department of Environmental Conservation with respect to State Finance Law §139-k is complete, true and accurate.

By: *Paul F. Storella, PE, Senior Vice President* Date: *May 31, 2019*

Signature



ATTACHMENT 7

EXECUTIVE ORDER NO. 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy- related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

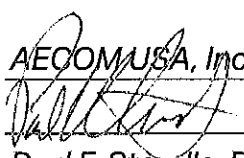
The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor: *AECOM USA, Inc.*

Signature: 

Name: *Paul F. Storella, PE*

Title: *Senior Vice President*

Date: *May 31, 2019*

ATTACHMENT 8

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

The Firm offering to provide services pursuant to this Procurement/Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Procurement/Contract does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Procurement;

5. During the negotiation and execution of any contract resulting from this Procurement, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this Procurement, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

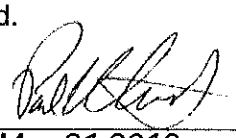
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality,

thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Procurement/Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships.

The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: 
Date: *May 31 2019*
Name: *Paul F. Storella, PE*
Title: *Senior Vice President*

This form must be signed by an authorized executive or legal representative and returned with the Bid/Proposal/Contract.

ATTACHMENT 9

SEXUAL HARASSMENT PREVENTION CERTIFICATION FORM

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Company Name: *AECOM USA, Inc.*

Signature: 

Print Name and Title: *Paul F. Storella, PE, Senior Vice President*

Date: *May 31, 2019*

If the above certification cannot be made, the bidder must submit a signed statement below detailing the reasons why the certification cannot be made.

Company Name: _____

Signature: _____

Print Name and Title: _____

Date: _____

Attachment 1
New York State Environmental Facilities Corporation
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT
NEW YORK STATE REVOLVING FUND (SRF)

I, *Paul F. Storella, PE*, am the authorized representative of *AECOM USA, Inc.*.
Name of Representative — Name of Contractor/Service Provider
I hereby certify that *AECOM USA, Inc.* will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

(i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.

(ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(iii) 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory and constitutional non-discrimination provisions, including Titles VI and VII of the Civil Rights Act of 1964, 40 CFR Part 7, 41 CFR Part 60-1 Subpart A, 41 CFR Part 60-4, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status.

(v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

X _____

Contractor/Service Provider Representative

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

United States Environmental Protection Agency

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name *AECOM USA, Inc.*		Project Name *Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No. *C011506*	Assistance Agreement ID No. (if known)	Point of Contact *Paul F. Storella, PE*
Address *125 Broad Street, 14th Floor, New York, NY 10004*		
Telephone No. *212.984.7379*		Email Address *paul.storella@aecom.com*
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors	■ YES	○ NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Nova Consulting & Engineering	*555 Eighth Avenue, Suite 1903, New York, NY 10018*	TBD	*MBE/WBE DBE WOSB*
Hayduk Engineering, LLC	*1010 Route 112, Suite 200, Port Jefferson Station, NY 11776*	TBD	*SDVOB*
CSA Group	*55 Broadway 14th Fl, New York, NY 10006*	TBD	*MBE NMSDC*

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

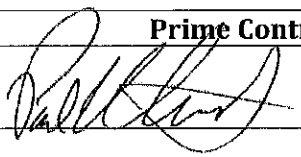
[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

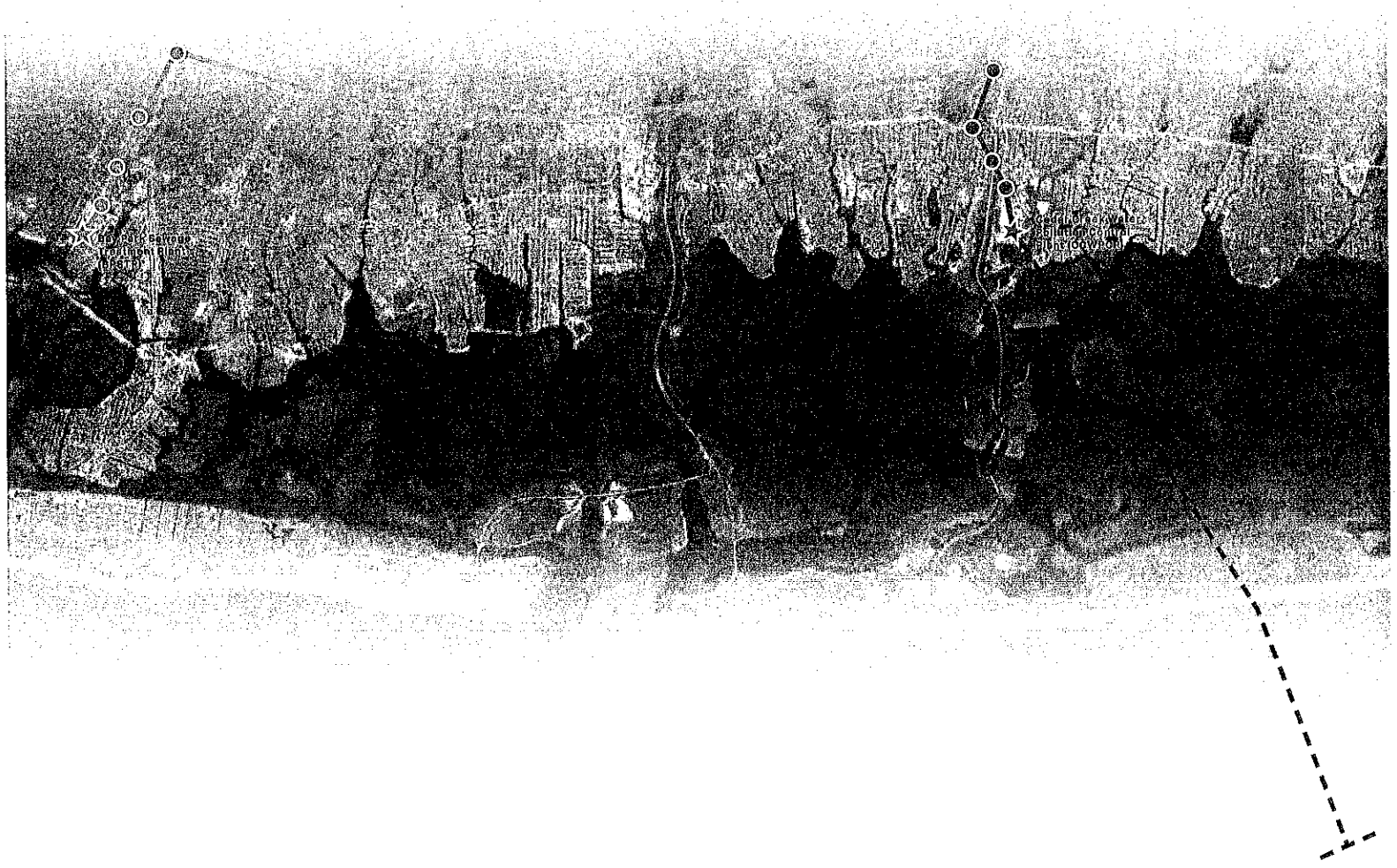
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	*Paul F. Storella, PE*
Title	**Date**
Senior Vice President	*May 31, 2019*

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Subconsultant Administrative Forms



United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name CSA Group NY Architects and Engineers, PC		Project Name *Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No. *C011506*	Assistance Agreement ID No. (if known)	Point of Contact Norman Hinsey, PE, LEED AP
Address 55 Broadway, 14th Fl. New York, NY 10006		
Telephone No. 212-677-0777		Email Address nhinsey@csagroup.com
Prime Contractor Name *AECOM USA, Inc.*		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor
	Construction Inspections & Special Inspections	TBD

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

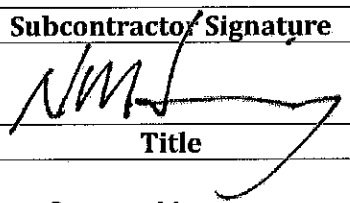
[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
	Norman Hinsey, PE, LEED AP
Title	**Date**
Program Manager	May 31, 2019

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name CSA Group NY Architects and Engineers, P.C.		Project Name *Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No. *C011506*	Assistance Agreement ID No. (if known)	Point of Contact Norman Hinsey, PE, LEED AP
Address 55 Broadway, 14th fl., New York, NY 10006		
Telephone No. 212-677-0777		Email Address nhinseycsagroup.com
Prime Contractor Name *AECOM USA, Inc.*		Issuing/Funding Entity:

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Construction Inspections & Special Inspections	TBD

DBE Certified By: ○ DOT ○ SBA ⊗ Other: NYS & NYC MBE	Meets/ exceeds EPA certification standards? ○ YES ○ NO ○ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Paul F. Storella, PE
Title	**Date**
Senior Vice President	*May 31, 2019*

Subcontractor Signature	Print Name
	Norman Hinsey, PE, LEED AP
Title	**Date**
Program Manager	May 31, 2019

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

ATTACHMENT 2.1

FIRM'S LEGAL INFORMATION

(Must be completed by Respondent and all its subcontractors)

NAME OF FIRM (as registered with the NYS Dept. of State)		
CSA Group NY Architects and Engineers, P.C.		
Main office and contact details of Firm		
Main office address:	Contact name	Norman Hinsey, PE, LEED AP
55 Broadway, 14th fl. New York, NY 10006	Title	Program Manager
	Telephone No.	212-677-0777
	Email	nhinsey@csagroup.com
Local or regional contact details of Firm (if different from above)		
Local/regional office address:	Contact name	
	Title	
	Telephone No.	
	Email	

ADDITIONAL INFORMATION

Firm DUNS Number	[redacted]	**Name of Firm's parent Company, if any**	n/a
Firm's Federal ID Number	[redacted]	**Additional Certifications, if any (e.g., MBE, WBE, SDVOB)**	MBE
Role in Contract (prime, sub)	Sub	**State of Incorporation**	New York
Has the firm been involved in any litigation in last ten years? If so, explain the nature and current status of each action.	No		
Has the firm been found in breach of a professional services contract? If so, explain the nature and current status of each action.	No		

ATTACHMENT 3.1

AUTHORIZATION TO PROVIDE PROFESSIONAL SERVICES IN NEW YORK STATE

NAME OF FIRM PROVIDING PROFESSONAL SERVICES	CSA Group NY Architects and Engineers, P.C.	
EITHER (1) Copy of current Certificate of Authorization to provide Engineering Services issued by the New York State Education Department is attached.	**Yes** (copy attached)	**No** (Item (2) applies)
	Yes, expires 5/31/19	
OR (2) Documentation is attached to this Attachment 3.1 demonstrating the ability to obtain Certificate of Authorization to provide Engineering Services from the New York State Education Department in accordance with the New York State Education Law, Title VIII, Articles 130, 145, 147 and 148.	**Yes, documentation attached, and further details are given below**	
If (2) applies, give details of attached documentation demonstrating ability to obtain the relevant certification / license; (Add additional lines if required.)		
Our certificate of authorization on expires 5/31/19 and CSA's renewal was submitted on 4/22/19 for 6/1/2019 - 5/31/2022 period. Renewal arriving soon.		

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

CSA GROUP NY ARCHITECTS AND ENGINEERS PC
55 BROADWAY
14TH FLOOR
NEW YORK, NY 10006-3729

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 06/01/2016 TO 05/31/2019.

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0013166

The University of the State of New York
THE STATE EDUCATION DEPARTMENT
Division of Professional Licensing Services
89 Washington Avenue
Albany, New York 12234

CSA GROUP NY ARCHITECTS AND ENGINEERS PC
55 BROADWAY
14TH FLOOR
NEW YORK, NY 10006

PB – 044621

FEE DUE: $75.00
FEE TYPE: RR
16

CERTIFICATE OF AUTHORIZATION TRIENNIAL RENEWAL STATEMENT
FOR PERIOD(S) OF: 06/01/19 – 05/31/22

BILL INCLUDES $0.00 IN PENALTIES

Section 7210 of the State Education Law requires holders of a COA to renew the certificate on a triennial basis. The fee for this renewal is $75.00. You must submit this completed application along with the required fee made payable to the New York State Education Department so that it is received before the renewal date indicated above. If your completed application and the correct fee are not received prior to the renewal date, and your business continues to practice in New York, you will incur a late fee of $10.00 per month. (The amount due in the office use box includes the penalty fees.)

ADDRESS CHANGE

If your address is different from above, please complete the portions that need changing

Care of

Street

City

State Zip Code –

A) Identify your business entity and the individuals for whom information is required:

TYPE OF BUSINESS ENTITY	INFORMATION REQUIRED FOR
Professional Corporations	All Shareholders, Officers, and/or Directors
Limited Liability Companies	Members/Managers
Limited Liability Partnerships/Partnerships	Partners
Foreign Professional Corporations	New York State Licensees
Business Corporations under Section 7209 (Grandfathered Corporations)	Chief Executive Officer

B) Complete the information requested below for each individual identified in "A":

Name and Residence Address	NYS License Number	List Position Held in Entity
Jesus J. Suarez **839 Country Club Drive** **Cincinnati, OH 45245**	[redacted]	**Director, President & CEO**
Luis Javier Rivera	[redacted]	**Director, Vice President**

ATTESTATION

I, Jesus J. Suarez, affirm under penalty of perjury that all statements herein are true and correct; in the case of partnerships, that said partnership has complied with the provisions of the partnership law of this State and that each of the said partners is in good standing. I understand that any false or misleading statements submitted in this renewal statement or related statements in support of this application will be cause for denial of the renewal or revocation of the Certificate of Authorization issued pursuant thereto and would constitute professional misconduct for a licensee.

Signature of Individual Authorized to Attest

4.22.19
Date

Jesus J. Suarez
Print Name

ATTACHMENT 8

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

The Firm offering to provide services pursuant to this Procurement/Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Procurement/Contract does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Procurement;

5. During the negotiation and execution of any contract resulting from this Procurement, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this Procurement, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

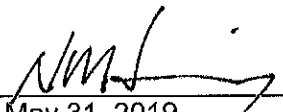
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality,

thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Procurement/Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships.

The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: 
Date: May 31, 2019
Name: Norman Hinsey, PE, LEED AP
Title: Program Manager

This form must be signed by an authorized executive or legal representative and returned with the Bid/Proposal/Contract.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name Hayduk Engineering, LLC		Project Name *Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No. *C011506*	Assistance Agreement ID No. (if known)	Point of Contact Stephen G. Hayduk
Address 1010 Route 112, Suite 200, Port Jefferson Station, NY 11776		
Telephone No. 631.476.0600		Email Address shayduk@haydukengineering.com
Prime Contractor Name *AECOM USA, Inc.*		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor
	To be determined after contract award	TBD

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[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

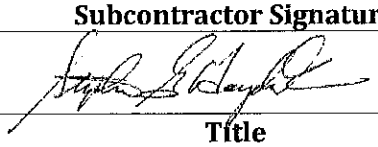
EPA FORM 6100-2 (DBE Subcontractor Participation Form)

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
	Stephen G. Hayduk
Title	**Date**
Managing Member	May 28, 2019

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
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Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
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Subcontractor Name Hayduk Engineering, LLC		Project Name *Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No. *C011506*	Assistance Agreement ID No. (if known)	Point of Contact Stephen G. Hayduk
Address 1010 Route 112, Suite 200, Port Jefferson Station, NY 11776		
Telephone No. 631.476.0600		Email Address shayduk@haydukengineering.com
Prime Contractor Name *AECOM USA, Inc.*		Issuing/Funding Entity:

Contract Item Number	**Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies**	**Price of Work Submitted to the Prime Contractor**
	To be determined after contract award	TBD

DBE Certified By: ○ DOT ○ SBA ◉ Other: SDVOB	Meets/ exceeds EPA certification standards? ○ YES ○ NO ○ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

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EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

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Prime Contractor Signature	**Print Name**
	Paul F. Storella, PE
Title	**Date**
Senior Vice President	*May 31, 2019*

Subcontractor Signature	**Print Name**
	Stephen G. Hayduk
Title	**Date**
Managing Member	May 28, 2019

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

ATTACHMENT 2.1

FIRM'S LEGAL INFORMATION

(Must be completed by Respondent and all its subcontractors)

NAME OF FIRM (as registered with the NYS Dept. of State)		
Hayduk Engineering, LLC		
Main office and contact details of Firm		
Main office address:	Contact name	Stephen G. Hayduk
1010 Route 112, Suite 200 Port Jefferson Station, NY 11776	Title	Managing Member
	Telephone No.	631.476.0600
	Email	shayduk@haydukengineering.com
Local or regional contact details of Firm (if different from above)		
Local/regional office address:	Contact name	
	Title	
	Telephone No.	
	Email	

ADDITIONAL INFORMATION			
Firm DUNS Number	[redacted]	**Name of Firm's parent Company, if any**	N/A
Firm's Federal ID Number	[redacted]	**Additional Certifications, if any (e.g., MBE, WBE, SDVOB)**	SDVOB
Role in Contract (prime, sub)	Subconsultant	**State of Incorporation**	New York
Has the firm been involved in any litigation in last ten years? If so, explain the nature and current status of each action.	No		
Has the firm been found in breach of a professional services contract? If so, explain the nature and current status of each action.	No		

ATTACHMENT 3.1

AUTHORIZATION TO PROVIDE PROFESSIONAL SERVICES IN NEW YORK STATE

NAME OF FIRM PROVIDING PROFESSONAL SERVICES	Hayduk Engineering, LLC	
EITHER (1) Copy of current Certificate of Authorization to provide Engineering Services issued by the New York State Education Department is attached.	**Yes** (copy attached)	**No** (Item (2) applies)
	Yes	
OR (2) Documentation is attached to this Attachment 3.1 demonstrating the ability to obtain Certificate of Authorization to provide Engineering Services from the New York State Education Department in accordance with the New York State Education Law, Title VIII, Articles 130, 145, 147 and 148.	**Yes, documentation attached, and further details are given below**	
If (2) applies, give details of attached documentation demonstrating ability to obtain the relevant certification / license: (Add additional lines if required.)		

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

HAYDUK ENGINEERING LLC
1010 RTE 112
SUITE 310
PT JEFFERSON STATION, NY 11776-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 02/01/2017 TO 01/31/2020.



MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0013488

ATTACHMENT 8

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

The Firm offering to provide services pursuant to this Procurement/Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Procurement/Contract does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Procurement;

5. During the negotiation and execution of any contract resulting from this Procurement, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this Procurement, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

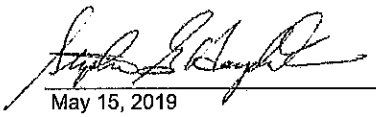
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality,

thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Procurement/Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships.

The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: 
Date: May 15, 2019
Name: Stephen G. Hayduk
Title: Managing Member

This form must be signed by an authorized executive or legal representative and returned with the Bid/Proposal/Contract.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name Nova Consulting & Engineering, LLC.		Project Name *Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No. *C011506*	Assistance Agreement ID No. (If known)	Point of Contact Nicholas M. Canonico, PG.
Address 555 Eighth Avenue, Suite 1903, New York, NY 10018		
Telephone No. 212-279-6682		Email Address ncanonico@nova-consulting.com
Prime Contractor Name *AECOM USA, Inc.*		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

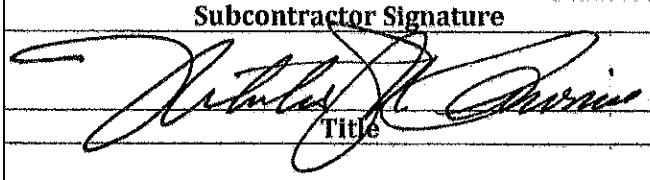
EPA FORM 6100-2 (DBE Subcontractor Participation Form)

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
	Nicholas M. Canonico, PG.
Title	**Date**
Vice President	May 27, 2019

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name
Nova Consulting & Engineering, LLC.		*Bay Park Wastewater Treatment Facility Diversion Project - Design-Build Professional Consulting Services*
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
C011506		Nicholas M. Canonico, PG.
Address		
555 Eighth Avenue, Suite 1903, New York, NY 10018		
Telephone No.		Email Address
212-279-6682		ncanonico@nova-consulting.com
Prime Contractor Name		Issuing/Funding Entity:
AECOM USA, Inc.		

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: ○ DOT ○ SBA ___	Meets/ exceeds EPA certification standards?
Other: NJ Transit	☒ YES ○ NO ○ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Paul F. Storella, PE
Title	**Date**
Senior Vice President	*May 31, 2019*

Subcontractor Signature	Print Name
	Nicholas M. Canonico
Title	**Date**
Vice President	May 27, 2019

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

ATTACHMENT 3.1

AUTHORIZATION TO PROVIDE PROFESSIONAL SERVICES IN NEW YORK STATE

NAME OF FIRM PROVIDING PROFESSONAL SERVICES		
EITHER (1) Copy of current Certificate of Authorization to provide Engineering Services issued by the New York State Education Department is attached.	**Yes** (copy attached) Yes	**No** (Item (2) applies)
OR (2) Documentation is attached to this Attachment 3.1 demonstrating the ability to obtain Certificate of Authorization to provide Engineering Services from the New York State Education Department in accordance with the New York State Education Law, Title VIII, Articles 130, 145, 147 and 148.	**Yes, documentation attached, and further details are given below**	
If (2) applies, give details of attached documentation demonstrating ability to obtain the relevant certification / license: (Add additional lines if required.)		

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

NOVA CONSULTING & ENGINEERING LLC
555 EIGHTH AVENUE
SUITE 1903
NEW YORK, NY 10018-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 11/01/2018 TO 10/31/2021.

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0015822

ATTACHMENT 8

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

The Firm offering to provide services pursuant to this Procurement/Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Procurement/Contract does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Procurement;

5. During the negotiation and execution of any contract resulting from this Procurement, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this Procurement, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality,

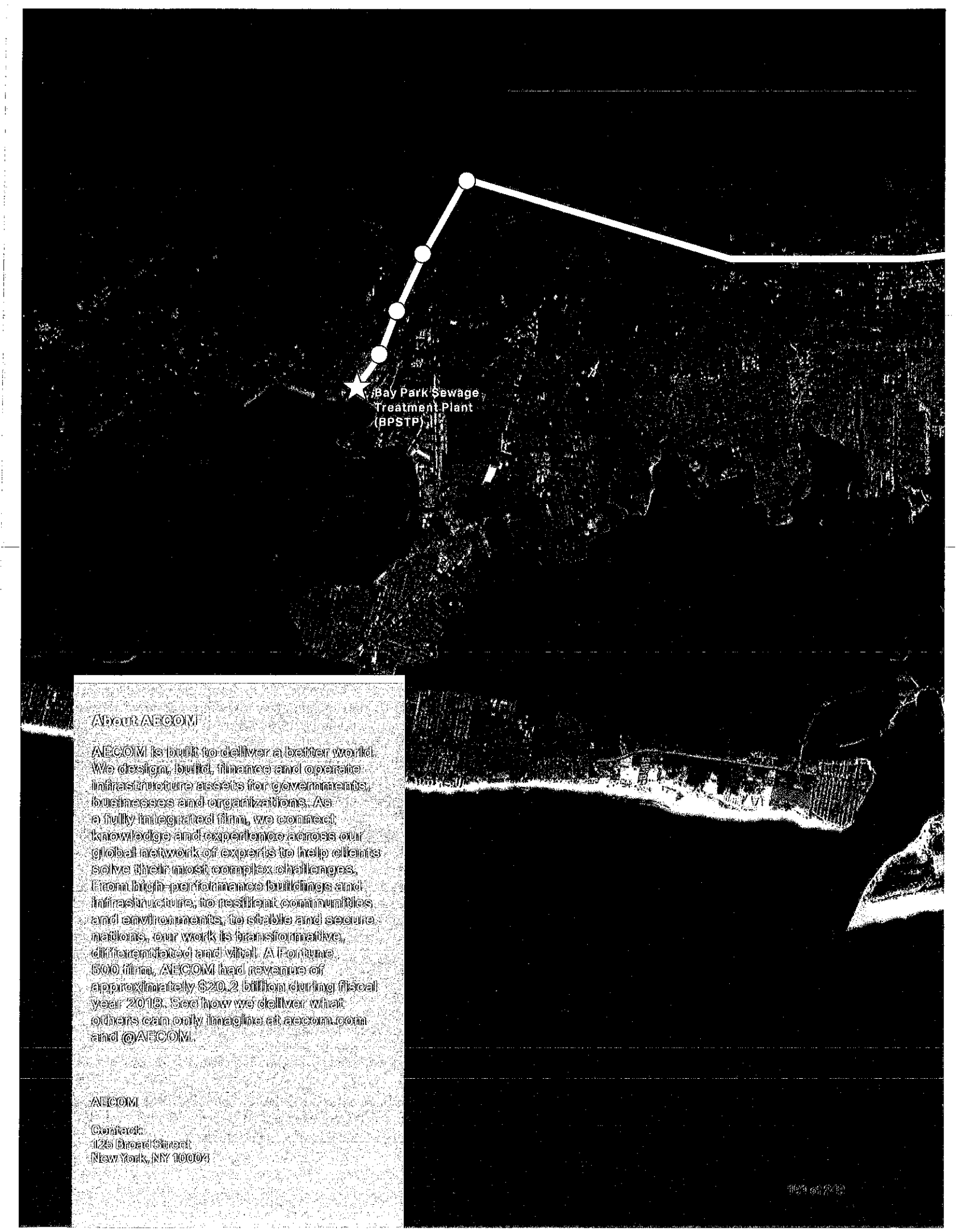
thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Procurement/Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships.

The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature:
Date: May 27 2019
Name: Nicholas M. Canonico, PG.
Title: Vice President

This form must be signed by an authorized executive or legal representative and returned with the Bid/Proposal/Contract.



About AECOM

AECOM is built to deliver a better world. We design, build, finance and operate infrastructure assets for governments, businesses and organizations. As a fully integrated firm, we connect knowledge and experience across our global network of experts to help clients solve their most complex challenges. From high-performance buildings and infrastructure, to resilient communities and environments, to stable and secure nations, our work is transformative, differentiated and vital. A Fortune 500 firm, AECOM had revenue of approximately $20.2 billion during fiscal year 2018. See how we deliver what others can only imagine at aecom.com and @AECOM.

AECOM

Contact:
125 Broad Street
New York, NY 10004

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a 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 contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a 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; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the 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, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. **Postponement, suspension, abandonment or termination by the Department:**
The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. **Indemnification and Hold harmless** The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. **Conflict of Interest**
(a) Organizational Conflict of Interest. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest: The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.

(f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(2) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

IV. **Requests for Payment** All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. **Compliance with Federal requirements** To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. **Independent Contractor** The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. **Compliance with applicable laws**

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

VIII. **Dispute Resolution** The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

James Tierney, Deputy Commissioner
(Name and Title)

625 Broadway, Albany New York
(Address)

(518) 402-2794
(Telephone)

The designated appeal individual to review decisions is:

Thomas Berkman, General Counsel
(Name and Title)

625 Broadway, Albany New York
(Address)
(518) 402-8543
(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier Chair
Contract Review Committee
625 Broadway, 10th Floor
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(k) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IX. Labor Law Provisions

(a) When applicable, the Contractor shall post, in a location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, contractor shall distribute to each worker for this Contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law Section 220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

(d) Within thirty days of issuance of the first payroll, and every thirty days thereafter, the Contractor and every subcontractor must submit a transcript of the original payroll to the Department, which transcript must be subscribed and affirmed as true under penalty of perjury.

X. **Offset** In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XI. **Tax Exemption** Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XII. **Litigation Support** In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIII **Equipment** Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XIV. **Inventions or Discoveries** Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XV. **Patent and Copyright Protection**
If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

(4) The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what

extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of: (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items; (2) alterations of the items by the Department; (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement; (4) use of items in combination with apparatus or devices not delivered by the Contractor; (5) use of items in a manner for which the same were neither designed nor contemplated; or (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

XVI. **Force Majeure** The term Force Majeure shall include acts of God, work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war rebellion, sabotage or the like. If a failure of or delay in performance by either party results from the occurrence of a Force Majeure event, the delay shall be excused and the time for performance extended by a period equivalent to the time lost because of the Force majeure event, if and to the extent that:

(a) The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

(b) The delay or failure was not extended because of the affected party's failure to use all reasonable diligence to overcome the obstacle or to resume performance immediately after such obstacle was overcome; and

(c) The affected party provides notice within (5) days of the onset of the event, that it is invoking the protection of this provision.

XVII. **Freedom of Information Requests** The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release and to support its position.

XVIII. **Precedence** In the event of a conflict between the terms of this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B, and the terms of Appendix A, the terms of Appendix A shall control.

XIX. **Article 15-Requirements**

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

RESERVED - See Appendix D

Appendix C

Standard Clauses for Ethics in all NYSDEC Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Offeror" herein refers to any party submitting an application, bid, proposal, or other documents in response to this procurement. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Conflict of Interest

A. Procurement Phase:

1. An Offeror will disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Offeror or former officers and employees of the Agencies and their Affiliates, in connection with the Offeror rendering services enumerated in this procurement. If a conflict does or might exist, the Offeror will describe how the Offeror would eliminate or prevent it. This description will include, but not be limited to what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

2. The Offeror must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included in the Offeror's response indicating how any matter before the Commission was resolved or whether it remains unresolved.

3. The Offeror/Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect attached hereto as **Attachment** 8), signed by an authorized executive or legal representative attesting that the Offeror's/Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Offeror/Contractor to breach any other contract currently in force with the State of New York, that the Offeror/Contractor will not act in any manner that is detrimental to any State project on which the Offeror/Contractor is rendering services.

B. Contract Phase:

1. The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this contract. The Contractor shall have a duty to notify the Department immediately of any actual or potential conflicts of interest.

2. In conjunction with any subcontract under this contract, the Contractor shall obtain and deliver to the Department, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Department a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

3. The Department and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing or establish new relationships. The Department will review the nature of any relationships and reserves the right to terminate this contract for any reason, or for cause, if, in the judgment of the Department, a real or potential conflict of interest cannot be cured.

4. In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without prior Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

5. The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid a conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be allowed by law or other applicable provisions of this contract regarding termination.

6. The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package.

7. ***If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.***

   Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

   a. The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to

represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

b. The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

II. PUBLIC OFFICERS LAW

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

III. ETHICS REQUIREMENTS

The Contractor and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements").

The Contractor certifies that all of its employees and those of its subcontractors who are former employees of the State and who are assigned to perform services under this contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its subcontractors and who is disqualified from providing services under this contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions.

The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State

shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

IV. SUBCONTRACTING

The Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the Department. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion/s of its responsibilities under this Contract to be subcontracted to qualified, responsible subcontractors, subject to prior approval of the Department. If the Contractor decides to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this contract must be fully explained by the Contractor to the Department. As part of this explanation, the subcontractor must submit to the Department a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the Contractor prior to execution of this contract.

The Contractor retains ultimate responsibility for all services performed under the contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this contract including, but not limited to, the body of this contract, Appendix A – Standard Clauses for New York State Contracts, Appendix B – Standard Clauses for All New York State Department of Environmental Conservation Contracts, Appendix C - Standard Clauses for Ethics in all New York State Department of Environmental Conservation Contracts, and the Solicitation Document.

Unless waived in writing by the Department, all subcontracts between the Contractor and subcontractors shall expressly name the State, through the Department, as the sole intended third party beneficiary of such subcontract. The Department reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Department or the State a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the Department.

The Department reserves the right, at any time during the term of the contract, to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this contract. The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the contract.

If at any time during performance under this contract total compensation to a subcontractor exceeds or is expected to exceed $100,000, or as otherwise requested by the Department that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

NEW YORK STATE OF OPPORTUNITY. | Environmental Facilities Corporation

ANDREW M. CUOMO
Governor

SABRINA M. TY
President and CEO

APPENDIX D
EFC Program Requirements and Bid Packet for Non-Construction Contracts

(For Treatment Works and Drinking Water projects funded with NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund and Non-Treatment Works projects funded with NYS Clean Water State Revolving Fund)

Effective October 1, 2017

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
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www.efc.ny.gov

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PART 1:

HOW TO USE THIS DOCUMENT

The New York State Environmental Facilities Corporation ("EFC") implements the New York State Revolving Fund ("SRF") for both Clean Water and Drinking Water projects.

This Program Requirements and Bid Packet for Non-Construction Contracts document contains (1) a brief description of New York State and federal program requirements for Contracts and Subcontracts funded in whole or part by the New York State Clean Water and Drinking Water SRFs, (2) required language for such Contracts and Subcontracts to satisfy the SRF program requirements, including required forms, and (3) guidance materials to assist entities in complying with these requirements.

PROGRAM REQUIREMENTS

The following requirements apply to Treatment Works and Drinking Water projects funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund as well as Non-Treatment Works projects funded with the NYS Clean Water State Revolving Fund:

- Participation of Minority- and Women-Owned Business Enterprises ("MWBE") and Equal Employment Opportunities ("EEO") pursuant to New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development);

- Participation by Disadvantaged Business Enterprises ("DBE") in United States Environmental Protection Agency ("EPA") Programs pursuant to 40 Code of Federal Regulations (CFR) Part 33;

- Equal Employment Opportunities pursuant to Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7;

- Non-discrimination requirements pursuant to Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972;

- Encouragement of participation of Service-Disabled Veteran-Owned Business Enterprises ("SDVOB") in accordance with New York State Executive Law, Article 17-B and 9 NYCRR Part 252;

- Requirements regarding suspension and debarment pursuant to 2 CFR Part 180, 2 CFR Part 1532, 29 CFR § 5.12, State Labor Law § 220-b, and State Executive Law § 316; and,

- Restrictions on Lobbying pursuant to 40 CFR Part 34.

EFC or its authorized representatives, and other governmental entities as applicable, reserve the right to conduct occasional site inspections to monitor compliance with SRF program requirements.

This document is not intended to be inclusive of all applicable legal requirements and there may be other legal requirements that need to be included in a particular Contract or Subcontract that are not set forth here. Accordingly, EFC recommends that Recipients, Contractors, Subcontractors, and any other involved entities consult their legal counsel for advice on compliance will all applicable laws, including but not limited to local laws. This document is not intended to be legal advice.

Refer to the EFC website at www.efc.ny.gov for the latest version of the bid packet to ensure that the most recent forms and contract language are being used.

REQUIRED CONTRACT LANGUAGE

Part 2 of this document is the Required Contract Language. All of the language in Part 2 must be inserted in to all Contracts and Subcontracts funded in whole or in part with SRF funds, in order for SRF Recipients, Contractors, and Subcontractors to comply with the above-listed SRF program requirements.

GUIDANCE MATERIALS

Part 3 of this document sets forth Guidance Materials intended to assist SRF Recipients, Contractors, and Subcontractors in complying with the foregoing SRF program requirements, as applicable.

The Guidance Materials are for informational purposes only and are not intended to be used as contractual language. Please do not incorporate the Guidance Materials into any Contracts or Subcontracts.

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

"Contract" means an agreement between a Recipient and a Contractor.

"Contractor" means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

"Service Provider" means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

"Subcontract" means an agreement between a Contractor and a Subcontractor.

"Subcontractor" means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

"Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

"State" means the State of New York.

"Treatment Works" is defined in Clean Water Act (CWA) Section 212.

"Nonpoint Source Projects" and **"Green Infrastructure Projects"** are defined in CWA Section 319.

"Estuary Management Program Project" is defined in CWA Section 320.

PART 2:

REQUIRED CONTRACT LANGUAGE

SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

The Equal Employment Opportunities requirements of this section apply to Contracts and Subcontracts greater than $10,000, with the exception of the EEO Workforce Employment Utilization Report requirement which applies to construction Contracts and Subcontracts greater than $25,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") and Disadvantaged Business Enterprises ("DBE") requirements of this section apply to Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than $25,000; (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the Contract value to above $25,000; and, (3) change orders greater than $25,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
2. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
3. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
4. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
5. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these

requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

E. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Federal DBE Regulations, or Title VI, such law and regulations shall supersede these requirements.

F. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that it's EEO policy statement includes the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
3. 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Section 504, Age Discrimination Act, Section 13, and all other State and Federal

statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

F. Required EEO Forms

1. EEO Staffing Plan
   To ensure compliance with this section, the Contractor represents that it has submitted prior to execution of this Contract an EEO Staffing Plan to the Recipient's MBO to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

2. EEO Workforce Employment Utilization Report ("Workforce Report")

   a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC on a quarterly basis during the term of the Contract.
   b. Separate forms shall be completed by Contractor and any Subcontractor.
   c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 24% Drinking Water project 24%
NYS financial assistance only	30%
Engineering Planning Grant	30%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals. For construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Required Federal DBE Forms

1. EPA Form 6100-3 - DBE Subcontractor Performance Form
   Contractor represents that it has submitted the Form 6100-3 to all of its Subcontractors, all of its Subcontractors have completed the form, and that Contractor submitted such completed forms to Recipient with its bid submission.
2. EPA Form 6100-4 - DBE Subcontractor Utilization Form
   Contractor represents that it has completed the Form 6100-4 and submitted such completed form to Recipient with its bid submission.
3. EPA Form 6100-2 - DBE Subcontractor Participation Form
   Contractor represents that it has distributed a Form 6100-2 to its MWBE Subcontractors for completion prior to execution of this Contract.

F. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/SDVOBA.asp

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 3 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 4 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

PART 3:

GUIDANCE MATERIALS

APPLICABILITY OF PROGRAM REQUIREMENTS

This chart contains a listing of the SRF program requirements contained within this document, as well as the following details regarding each requirement: (1) its applicability, i.e., what types of contracts/subcontracts, particular monetary thresholds if applicable; (2) a section reference to the Required Contract Language that applies from Part 2; and (3) a section reference to the Guidance that applies from this Part.

Requirement	Applicability	Section of Required Contract Language from Part 2	Section of Appropriate Guidance from Part 3
Minority- and Women- Owned Business Enterprises (MWBE) and Disadvantaged Business Enterprises (DBE)	Contractors and Subcontractors working pursuant to: (1) Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, greater than $25,000; (2) Contracts that are initially under this threshold but subsequent change orders or Contract amendments increase the Contract value above $25,000; and, (3) Change orders greater than $25,000	1	1
Equal Employment Opportunities (EEO)	Contracts and Subcontracts greater than $10,000, with the exception of the EEO Workforce Employment Utilization Report requirement which applies to construction Contracts and Subcontracts greater than $25,000	1	1
Service-Disabled Veteran-Owned Businesses (SDVOB)	Not required, but strongly encouraged	2	2
Suspension and Debarment	All Contracts and Subcontracts	3	3
Restrictions on Lobbying	All Contracts and Subcontracts greater than $100,000	4	4

SECTION 1 GUIDANCE FOR THE REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. Summary of EEO, MWBE, and DBE Forms

A. Forms to be Submitted Prior to Contract Execution

1. **EEO Policy Statement**
   To be submitted by the Contractor to the Recipient's Minority Business Officer ("MBO") prior to Contract execution. The "MBO" refers to the duly authorized representative of the SRF Recipient for MWBE and EEO purposes. This form is attached hereto as Attachment 1. See Required Contract Language, Section 1(II).

2. **EEO Staffing Plan**
   To be submitted by the Contractor to the MBO prior to Contract execution. This form is attached hereto as Attachment 2. See required Contract Language, Section 1(II).

3. **EPA Form 6100-3 – DBE Subcontractor Performance Form**
   To be submitted by the Contractor to the MBO with its bid submission. This form is attached hereto as Attachment 8. See Required Contract Language, Section 1(III)(E).

4. **EPA Form 6100-4 – DBE Subcontractor Utilization Form**
   To be submitted by the Contractor to the MBO with its bid submission. This form is attached hereto as Attachment 9. See Required Contract Language, Section 1(III)(E).

5. **EPA Form 6100-2 – DBE Subcontractor Participation Form**
   To be submitted by the Subcontractors to the MBO prior to Contract execution. The Contractor must provide the form to the Subcontractors for completion. The Contractor should also submit documentation (e.g., email, letter, certified mail receipt) to the MBO that the 6100-2 form was made available to the MWBE Subcontractors. This form is attached hereto as Attachment 7. See Required Contract Language, Section 1(III)(E).

6. **MWBE Utilization Plan**
   To be submitted by the Contractor to the MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid. This form is attached hereto as Attachment 5. See Required Contract Language, Section 1(III)(B).

B. Forms to be Submitted During the Term of the Contract

1. **EEO Workforce Employment Utilization Report ("Workforce Report")**
   To be submitted by the Contractor to the MBO on a quarterly basis during the term of the Contract. An exemplar form with instructions is attached hereto as Attachment 3. The actual Excel fillable form for Contractors and Subcontractors to complete will be e-mailed to MBOs by EFC at the start of the Contract term. See Required Contract Language, Section 1(II)(G).

2. **Request for Partial or Total Waiver**
   If applicable, to be submitted by the Contractor to the MBO at any time during the term of the Contract, but not later than prior to the submission of a request for final payment on the

Contract. This form is attached hereto as Attachment 6. See Required Contract Language, Section 1(III)(C).

3. **Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")**
To be submitted by the Contractor to the MBO by the third business day following the end of each month over the term of the Contract. This form is attached hereto as Attachment 4. See Required Contract Language, Section 1(III)(D).

II. Business Participation Opportunities for MWBEs

A. Contract Goals
The goals provided herein (Required Contract Language, Section 1(III)(A)) are effective as of October 1, 2017. MWBE participation goals for a contract will be based on the goals in place at the time of the execution date of each respective contract, unless otherwise specified. In certain instances, the goals may vary, such as with projects co-funded by EFC and other state/federal agencies. With some co-funded projects, EFC may defer to the MBE and WBE participation goals and program established by those agencies.

Please contact EFC if you have any questions about the applicable MWBE participation goals for your contract.

B. Good Faith Efforts
The Contractor must make good faith efforts to develop an adequate MWBE Utilization Plan and must continue such good faith efforts in order to meet applicable MWBE participation goals. The Contractor shall maintain documentation of good faith efforts to solicit participation of MWBE firms for SRF-funded projects. If a Contractor is unable to meet contract MWBE participation goals, and submits a Request for Waiver, documentation of such good faith efforts must accompany the request. See Required Contract Language, Section 1(III)(C).

Contractor should also continue good faith efforts to seek opportunities for MWBE participation during the life of the contract even if proposed goals have been achieved.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract, such as a copy of the schedule of values from the bid submission, and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with, or obtaining supplies or services from, MBEs or WBEs.

- Printed screenshots of the directory of Certified Minority- and Women- Owned Business Enterprises ("MWBE directory") on ESD's website on a Statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.

- Copies of timely solicitations and documentation (e.g., faxes and emails) that the Contractor offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

- A log prepared by the Contractor in a sortable spreadsheet documenting the Contractor's solicitation of MBEs and WBEs for participation as Subcontractors or suppliers pursuant to a contract. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was

received, the bid price should also be included in the log. See a sample log format below:

Date	M/WBE Type	Company	Scope of work	Contact Name	Phone/ Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms for the same areas MWBEs were solicited should also be tracked on the log.

- Copies of the EPA 6100-3 and 6100-4 forms that are required with the bid submission. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the NYS Contract Reporter that is free to all Contractors - https://www.nyscr.ny.gov/. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.

- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work.

- A written demonstration that the Contractor offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the Contractor on another SRF funded project.

- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.

- Any other information or documentation that demonstrates the Contractor conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Prime Contractors and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF-funded projects

- The use of certified DBE and small businesses certified through the US Small Business Administration (SBA) may be considered as a demonstration of Good Faith Efforts.

C. MWBE Utilization Plan

1. The MWBE Utilization Plan must be submitted to the Recipient's MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid.
2. The MBO will evaluate a completed MWBE Utilization Plan. If the MBO finds the Utilization Plan sufficient, it will be forwarded to EFC for review. If the MBO finds the Utilization Plan insufficient, the MBO will work with the Contractor to address deficiencies

before submitting to EFC for review. A written notice of acceptance or deficiency will be issued by EFC within 20 business days of receipt of the Utilization Plan. Upon receipt of a notice of deficiency from either the MBO or EFC, the Contractor shall respond with a written remedy to such notice within seven (7) business days of receipt.

3. In coordination with the MBO, EFC will accept an MWBE Utilization Plan upon consideration of many factors, including the following:

    a. The MWBE Utilization Plan indicates that the proposed goals for the project will be achieved;
    b. A Contractor, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are also required; and,
    c. Adequate documentation to demonstrate good faith efforts and/or support a specialty equipment/services waiver as described below in Section II(E).

4. EFC reserves the right to request additional information and/or documentation to support the adequacy of the MWBE Utilization Plan.
5. Within 10 days of EFC's acceptance of a MWBE Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.
6. In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.

D. Eligibility for MWBE Participation Credit

1. To receive MWBE participation credit, Contractors or Subcontractors performing work that have been identified in an approved MWBE Utilization Plan must be certified as an MBE or WBE by ESD.
2. Prime Contractors may also include second or lower tier Subcontractors (Subcontractors hired by Subcontractors) on their MWBE Utilization Plan.
3. Credit for MWBE participation shall be granted only for MWBE firms performing a commercially useful business function according to custom and practice in the industry.
    a. Factors to be used in assessing whether an MWBE is performing a commercially useful function include:
        i. The amount of work subcontracted;
        ii. Industry practices;
        iii. Whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;
        iv. The credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and,
        v. Any other relevant factors.

    b. "Commercially useful functions" normally include:
        i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
        ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment;
        iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Contractor; or,
        iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.
    c. For construction-related services Contracts or Subcontracts, the following rules apply when calculating MWBE utilization:
        i. The portion of a Contract or Subcontract with an MWBE serving as a manufacturer that shall be deemed to represent the commercially useful function performed by the MWBE shall be 100% of the total value of the Contract or Subcontract.
        ii. the portion of a Contract or Subcontract with an MWBE serving as a supplier (as denoted by a NAICS code beginning with 423 or 424, or a

NIGP code that does not begin with the number 9), and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract.

iii. the portion of a Contract or Subcontract with an MWBE serving as a broker (as denoted by NAICS code 425120) that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

4. No credit will be granted for MWBEs that do not perform a commercially useful function. An MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation.

E. Requests for Waiver

1. If the Contractor's application of good faith efforts does not result in the utilization of MWBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Contractor may request a full or partial waiver of MWBE participation goals by completing a Request for Waiver form, attaching appropriate documentation of good faith efforts, and submitting same to the MBO. See also Required Contract Language, Section 1(III)(C). Even if an MWBE waiver is granted, EEO information must still be submitted.
2. The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities.
3. In cases where EFC accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC's website.
4. Specialty Equipment/Service Waiver: A specialty equipment/service waiver may be granted in cases where:

   a. equipment is made by only one non-MWBE manufacturer,
   b. the technical specifications call for equipment that is not available through an MWBE supplier;
   c. the equipment is constructed on site by specially trained non-MWBE labor;
   d. the service is not available through an MWBE (such as work done by National Grid);
   e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or,
   f. the service cannot be subcontracted (such as litigation services).

   If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MWBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount to determine the MWBE Eligible Amount and the goals will be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

   Example:
   $200,000 - $50,000 = $150,000
   (Contract) (Specialty equipment/service) (MWBE Eligible Amount)
   The MWBE goal is applied to the MWBE Eligible Amount.

   A request for this specialty equipment/service deduction can be completed by filling out a Request for Waiver form and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/ service is described and the cost of each item. Additional documentation may be requested by the MBO or EFC.

III. Subcontractor's Responsibilities

Subcontractors should:

1. Maintain their MWBE certifications, and notify the Contractor and MBO of any change in their certification status.
2. Notify the Contractor of any MWBE Subcontractors they hire so they may be included on the Contractor's Utilization Plan.
3. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
4. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
5. Complete and submit the EPA Form 6100-3 - DBE Subcontractor Performance Form to the Contractor prior to submission of the Contractor's bid to the Recipient.
6. Complete and return EPA Form 6100-2 - DBE Subcontractor Participation Form to the Recipient prior to Contractor's execution of the contract.
7. Ensure that a required EEO Policy Statement and applicable MWBE requirements are included in each subcontract.
8. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the Subcontractor is not employed as described in the MWBE Utilization Plan.

IV. Protests/Complaints

Contractors or Subcontractors who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE & EEO Program, or wish to protest should do so in writing to the MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the Contractor or Subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

V. Waste, Fraud and Abuse

Subcontractors, Contractors, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740, the New York State Office of Inspector General at (800) 367-4448, or the ESD Compliance Office at (212) 803-3266.

SECTION 2 GUIDANCE FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES ("SDVOB") PARTICIPATION OPPORTUNITIES

Contractor may contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/SDVOBA.asp

Please contact EFC if you have any questions about utilizing SDVOBs on the Contract.

SECTION 3 GUIDANCE FOR REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

A list of debarred and suspended contractors, pursuant to 2 CFR Parts 180 and 1532 and 29 CFR § 5.12, is available on the US Department of Labor's website at https://www.sam.gov/portal/public/SAM/.

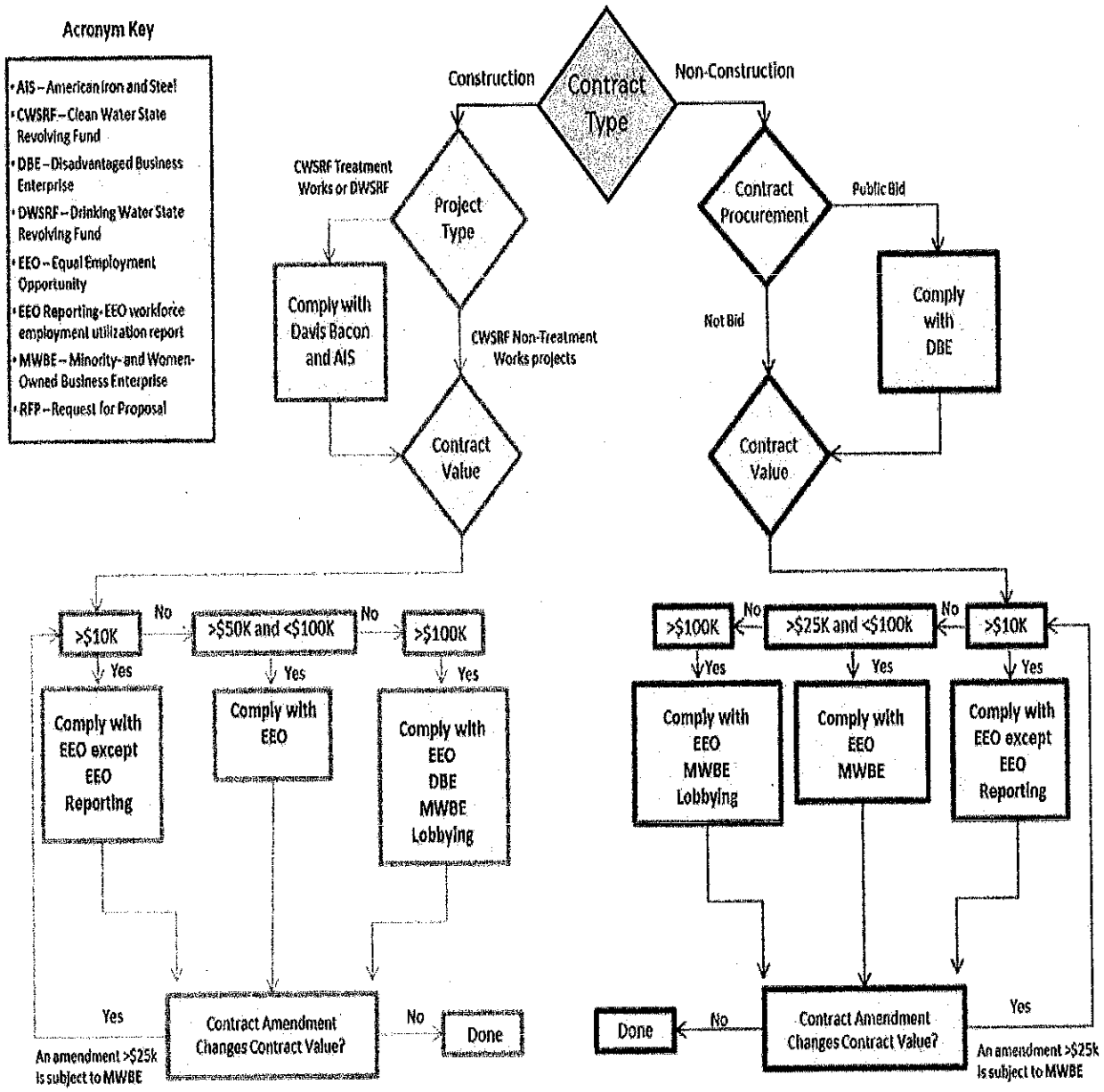
A list of contractors and subcontractors deemed ineligible to submit a bid on or be awarded a public contract or subcontract, pursuant to Article 8 of the State Labor Law, is available on the New York State Department of Labor's website at http://labor.ny.gov/workerprotection/publicwork/PDFs/debarred.pdf

A list of contractors deemed ineligible to submit a bid is maintained by Empire State Development's Division of Minority and Women's Business Development.

SECTION 4 GUIDANCE FOR RESTRICTIONS ON LOBBYING

Each Contractor and any Subcontractor that has a Contract or Subcontract exceeding $100,000 shall provide to the Recipient a completed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 10 consistent with the prescribed form provided in Appendix A to 40 CFR Part 34. The form provides a certification that the Contractor or Subcontractor will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records. It is noted that disbursement of funds may be withheld until the Lobbying Certification form has been received by the Recipient.

SECTION 5 PROGRAM CONTRACT REQUIREMENT DECISION TREE



SECTION 6 SUMMARY OF CONTRACTOR REQUIREMENTS FOR SRF-FUNDED PROJECTS

Forms can be found as attachments to this document or online at www.efc.ny.gov

Forms should be submitted electronically via email or through EFC's dropbox

	Refer to Part 3 Guidance Section
To be submitted with this bid:	
☐ EEO Policy Statement	Section 1
☐ Documented Proof that EPA Form 6100-2 - DBE Subcontractor Participation Form was given to MWBE Subcontractors	Section 1
☐ EPA Form 6100-3 - DBE Subcontractor Performance Form	Section 1
☐ EPA Form 6100-4 - DBE Subcontractor Utilization Form	Section 1
☐ Lobbying Certification	Section 4
To be submitted prior to or upon Contract award:	
☐ Executed Contracts, Subcontracts, agreements, and purchase orders	
☐ MWBE Utilization Plan and/or Waiver Request	Section 1
☐ EEO Staffing Plan	Section 1
Ongoing documentation & tasks:	
☐ EEO Workforce Utilization Report	Section 1
☐ Submit Monthly MWBE Reports to MBO	Section 1
☐ Maintain proof of payments for MWBE Subcontractors	Section 1
☐ Ensure that all Subcontracts contain Part 2: Required Contract Language	

APPENDIX E

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES SUPPLEMENTARY CONDITIONS FOR HMGP CONTRACTS

"FEMA" – The Federal Emergency Management Agency.

"DHSES" – The New York State Division of Homeland Security and Emergency Services ("DHSES") and its successors and assigns.

"Subgrantee" - Nassau County, a municipality of New York State

"Contractor" - AECOM USA, Inc.

Subgrantees shall attach these Supplementary Conditions to any contract for which any portion of the funding is derived from a grant made by FEMA through DHSES under the Hazard Mitigation Grant Program (HMGP). References in the Supplementary Conditions to the "Agreement" or "agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such the Subgrantee and the Contractor.

Contractors at all tiers shall attach these Supplementary Conditions to all subcontracts, and shall require that all subcontractors attach these conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to "Subgrantee" shall be deemed to refer to the party seeking products and/or services, and references to "Contractor" shall be deemed to refer to the party providing products and/or services, and references to the "Agreement" or "agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

Any question should be submitted in writing (indicating the issue and the applicable provisions) by Subgrantee to DHSES, and DHSES shall decide the applicable question.

REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by FEMA through DHSES under HMGP.

GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Hazard Mitigation Grant Program funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. **BREACH OF CONTRACT TERMS.** The Subgrantee and DHSES reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS**. The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow DHSES to comply with the applicable reguatlions governing the FEMA-State Agreement. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants is listed below:

(a) Administrative Requirements for all Federally Funded Grants.
   i. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments (October 1, 2012).
   ii. 44 C.F.R. Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110) (October 1, 2012).

(b) Cost Principles.

i. 2 CFR Part 225, State and Local Governments (OMB Circular A-87) (October 1, 2012).
ii. 2 CFR Part 220, Educational Institutions (OMB Circular A-21) (October 1, 2012).
iii. 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122) (October 1, 2012).
iv. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

(c) Audit Requirements.

i. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

(d) For Projects funded with Hazard Mitigation Grant Funds.

i. New York State Administrative Plan for the Hazard Mitigation Program
ii. Sections 203 (PDM) and 404 (HMGP) of the Stafford Act
iii. Sections 1323 (RFC), 1361A (SRL), 1366 (FMA) of the NFIA
iv. National Flood Insurance Reform Act of 1994
v. Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004
vi. Section 322 of the Stafford Act (Mitigation Planning)
vii. Section 324 of the Stafford Act (Management Costs)
viii. Hazard Mitigation Planning (44 CFR Part 201)
ix. Hazard Mitigation Grant Program (44 CFR Part 206, Subpart N)
x. Management Costs (44 CFR Part 207)
xi. 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents
xii. OMB Circular A-94
xiii. Other applicable Federal, State, Indian Tribal, and local laws, implementing regulations, and Executive Orders.

5. RECORDS AND REPORTING REQUIREMENTS. The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subgrantee under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement in accordance with Section 17 below. The Subgrantee, DHSES, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subgrantee and DHSES shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subgrantee and DHSES, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subgrantee's or DHSES's right to discovery in any pending or future litigation.The Contractor shall complete and submit all reports, in such form and according to such

schedule, as may be required by the Subgrantee and DHSES. The Contractor shall cooperate with all Subgrantee and DHSES efforts to comply with FEMA requirements and regulations pertaining to reporting, including but not limited to 44 C.F.R. Part 13 (October 1, 2012) and 44 C.F.R. Part 206 (October 1, 2012).

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, DHSES, and the Subgrantee in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FEMA.

7. DEBARMENT AND SUSPENSION. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by Subgrantee. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to DHSES and Subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Contractor shall notify the Subgrantee as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200 or 44 C.F.R. Part 13 (October 1, 2012)). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subgrantee is able to assess such actual or potential conflict. The Contractor shall provide the Subgrantee any additional information necessary for the Subgrantee to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subgrantee, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by DHSES, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. SUBCONTRACTING. The Contractor represents to the Subgrantee that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subgrantee.

11. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the Subgrantee, DHSES, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

12. TERMINATION FOR CAUSE (Applicable to contracts exceeding $10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subgrantee shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subgrantee, become the Subgrantee's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subgrantee for damages sustained by the Subgrantee by virtue of any breach of the contract by the Contractor, and the Subgrantee may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subgrantee from the Contractor is determined.

13. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding $10,000). The Subgrantee may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subgrantee as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

14. LOBBYING (Applicable to contracts exceeding $100,000). The Contractor certifies, to the best of his or her knowledge and belief, that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement,

the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subgrantees shall certify and disclose accordingly.

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

15. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding $100,000). The Contractor shall comply with New York State bonding requirements, unless they have not been approved by FEMA, in which case the Contractor shall comply with the following minimum bonding requirements:

A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

16. AUDIT / ACCESS TO RECORDS. The Subgrantee, DHSES, FEMA, the Comptroller General of the United States, New York State Office of State Comptroller, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

17. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 44 C.F.R. Part 13 (October 1, 2012) (or other applicable laws and program requirements, such as 2 C.F.R. Part 200), or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

18. COPYRIGHT. Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

B. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

C. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

"This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security."

CIVIL RIGHTS AND DIVERSITY PROVISIONS

19. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business

Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Subgrantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

20. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

21. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from FEMA.

22. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

23. NONDISCRIMINATION. The Contractor shall comply with other federal and state statutory, regulatory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding $10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subgrantee shall include the following Specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of $10,000. (Federal Notice Required by 41 CFR 60-4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.

3. If the contractor is participating (pursuant to 41 CFR § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should

reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. Goals for minorities and women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal

Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents.

24. <u>CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding $10,000).</u> The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the nondiscrimination clause; that

it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

25. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding $10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;
6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
8. Activities sponsored by the Contractor including social or recreational programs; and
9. Any other term, condition, or privilege of employment.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g.,

the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

LABOR PROVISIONS

26. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts). Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding $2,000 and contracts exceeding $2,500 that involve the employment of mechanics or laborers). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

28. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding $2,000 when required by federal program legislation). The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and

local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subgrantee and DHSES for review upon request.

If Contractor is engaged under a contract in excess of $2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by DHSES, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by DHSES pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

29. ENERGY EFFICIENCY. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

30. SOLID WASTE DISPOSAL. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

31. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);

B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);

C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);

D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);

E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);

F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);

G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);

H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;

I. FEMA criteria and environmental policy;

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);

K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);

L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);

M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);

N. Runway Clear Zone regulations (24 C.F.R. Part 51);

O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;

P. Environmental Protection Agency ("EPA") regulations at 40 C.F.R Part 50, as amended;

Q. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed by FEMA in furtherance of implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subgrantee, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

APPENDIX F

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:

FREDERICK W. WEAVER (Name)

605 THIRD AVE, NEW YORK NY 10158 (Address)

212-973-2900 (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.

8/8/19
Dated

Signature of Chief Executive Officer

FREDERICK WEANER
Name of Chief Executive Officer

Sworn to before me this
8th day of August, 2019.

Notary Public

DENICE U ARENAS
Notary Public, State of New York
No. 01AR6220290
Qualified in Westchester County
Commission Expires April 12, 2022