

**HILLSBOROUGH COUNTY**  
**METROPOLITAN PLANNING ORGANIZATION**  
**dba**  
**HILLSBOROUGH TRANSPORTATION PLANNING**  
**ORGANIZATION (TPO)**

**PROFESSIONAL SERVICES AGREEMENT**

**General Transportation Planning Consultant Services**

**June 2023**

**Hillsborough County Metropolitan Planning Organization  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 14 day of June, 2023, by and between the Hillsborough County Metropolitan Planning Organization, dba Hillsborough Transportation Planning Organization hereinafter referred to as the "TPO", and AECOM, hereinafter referred to as "CONSULTANT".

**WITNESSETH:**

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

**SECTION I - TPO OBLIGATIONS**

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

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

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

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

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

**SECTION II - PROFESSIONAL SERVICES**

Upon delivery of a Notice to Proceed for individual task assignments from the DIRECTOR, CONSULTANT agrees to perform professional services described in Exhibit "A" hereto, hereinafter referred to as "Services". Individual task assignments made to CONSULTANT shall be in writing on forms acceptable to the DIRECTOR which shall be included as part of the Notice

to Proceed required by Section I of this Agreement, and may include data and other work product and progress requirements to be met at designated stages of completion.

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

- A. Comply with any federal, state and local laws or ordinances applicable to the work including but not limited to provisions for ADA508 Guidelines, of the State of Florida PUR 1000 General Contract Conditions Cooperative Purchasing, and the State of Florida Dept. of Transportation DBE Bid Package Information as attached as Appendix A: Additional Federal, State and Local Information
- B. Cooperate fully with the DIRECTOR in the scheduling and coordination of all phases of the work.
- C. Report the status of the work to the DIRECTOR upon request and hold all pertinent data and other work products open for inspection by the DIRECTOR or his authorized agent at any time.
- D. Submit for review, data and other work products representative of the work's progress at the designated stages of completion, if stipulated in the Notice to Proceed. Submit for DIRECTOR's approval the final work products upon incorporation of any modifications requested by the Director during any previous review.
- E. Confer with the DIRECTOR at any time during the term of this Agreement concerning the further development and utilization of data and other work products generated by CONSULTANT pursuant to this Agreement as to interpretation and corrections of errors and omissions. CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and/or omissions.

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

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

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

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

### **SECTION III - TIME FOR COMPLETION**

The individual task assignment to be rendered by CONSULTANT under Section II of this Agreement shall commence upon delivery of a written Notice to Proceed from the DIRECTOR subsequent to the execution of this Agreement, and shall be completed within the time specified in the Notice to Proceed. CONSULTANT shall not be responsible for failure to perform or for

delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of CONSULTANT.

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

#### **SECTION IV - PERSONNEL**

- A. CONSULTANT shall designate a qualified individual acceptable to the DIRECTOR to serve as CONSULTANT's project manager for each individual task assignment. This individual shall be fully responsible for the day-to-day activities required for performance of the individual task assignment pursuant to a Notice to Proceed and shall serve as the primary contact for the DIRECTOR or designated TPO Project Manager.
- B. The DIRECTOR shall designate a qualified member of the TPO staff to serve as the TPO's project manager for each individual task assignment. This individual shall be fully responsible for the day-to-day activities required for performance of the individual task assignment pursuant to a Notice to Proceed and shall be the primary contact for CONSULTANT.
- C. CONSULTANT shall immediately notify the DIRECTOR in the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT's written technical proposal, and identify such personnel and his or her qualifications.
- D. CONSULTANT shall notify the DIRECTOR of any proposed replacement of personnel, listed in CONSULTANT's written technical proposal, to perform Services under this Agreement at least thirty (30) days prior to such replacement advising of the personnel to be replaced and the proposed replacement personnel.
- E. If requested by the TPO or the DIRECTOR, CONSULTANT shall submit to the DIRECTOR within five (5) days of such request the qualifications of personnel proposed as replacements to personnel to perform Services under this Agreement.
- F. The TPO and the DIRECTOR reserve the right to reject any proposed replacement personnel to perform Services under this Agreement. In such an event, CONSULTANT shall propose alternate replacement personnel and shall submit to the DIRECTOR the qualifications of such personnel at least thirty (30) days prior to the proposed replacement.
- G. In the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT's written technical proposal, deemed by the DIRECTOR to be necessary for the performance of an individual task assignment or the Services, and is unable to provide replacement personnel acceptable to the TPO or the DIRECTOR, this shall be a cause for cancellation of a Notice to Proceed or termination of this Agreement.
- H. The TPO and the DIRECTOR reserve the right to direct CONSULTANT to remove any of its personnel from the performance of any of the Services under this Agreement. If such removal



is for cause, the costs of such removal shall be borne by CONSULTANT. However, if such removal is not for cause, the cost of such removal shall be borne by the TPO.

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

#### **SECTION V - COMPENSATION**

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

#### **SECTION VI - CHANGES TO SERVICES IDENTIFIED BY A NOTICE TO PROCEED**

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

#### **SECTION VII - RIGHT OF DECISIONS**

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

#### **SECTION VIII - OWNERSHIP OF DOCUMENTS**

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

#### **SECTION IX - REUSE OF DOCUMENTS**

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

#### **SECTION X - COURT APPEARANCES AND CONFERENCES**

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

#### **SECTION XI - NOTICES**

Any notices, reports or other written communication from CONSULTANT shall be considered delivered when posted by certified mail or accepted electronic format or delivered in person to the DIRECTOR. Any notices, reports or other communications from the TPO to CONSULTANT shall be considered delivered when posted by email, certified mail or other accepted electronic formats to CONSULTANT at the last address left on file with the TPO or delivered in person to said CONSULTANT or CONSULTANT's authorized representative.

#### **SECTION XII – CANCELLATION OR SUSPENSION OF A NOTICE TO PROCEED**

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

#### **SECTION XIII - AUDIT AND INSPECTION OF RECORDS: PUBLIC RECORDS**

A. Maintenance of Records

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

**B. Accessibility of Records; Public Records**

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

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

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

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the TPO; and
- D. Upon completion of the contract, transfer, at no cost, to the TPO all public records in possession of the CONSULTANT or keep and maintain public records required by the TPO to perform the service. If the CONSULTANT transfers all public records to the TPO upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TPO, upon request from the TPO's custodian of public records, in a format that is compatible with the information technology systems of the TPO.

**SECTION XIV - SUBCONTRACTING**

CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DIRECTOR. Work shall be performed by personnel listed in CONSULTANT's written technical proposals or replacement personnel as provided in this Agreement. When applicable and upon receipt of such consent in writing, CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

CONSULTANT will require in any subcontracts pertaining to the Services described herein that the subconsultant will permit the TPO all the rights and privileges of this Agreement, including, but not limited to, the TPO's right to secure materials or services from the subconsultant which might be a part of the subconsultant's work product.

It is the policy of the Hillsborough County TPO that disadvantaged businesses, as defined in 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of TPO contracts in a nondiscriminatory environment. Pursuant to 49 CFR 26.21(a)(1) the Hillsborough County TPO has adopted the Florida Department of Transportation Disadvantaged Business Enterprise (DBE) Program for use on US DOT-assisted contracts. FDOT triennially establishes a statewide race neutral aspirational goal that a percentage of US DOT-assisted projects be awarded to DBEs. The current DBE goal is 10.65%. It is the contractor's obligation to enter DBE commitments and payments into the EOC system.

A copy of the Hillsborough County TPO's DBE Policy Statement and the FDOT's DBE Policy Program can be viewed in the Planning Commission library or online at [www.hillsboroughMPO.org](http://www.hillsboroughMPO.org). CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: withholding of payments to CONSULTANT under this Agreement; Assessing sanctions; Assessing liquidated damages; and/or cancellation, termination or suspension of the Agreement in whole or in part; and/or suspension or debarment of CONSULTANT from eligibility to contract with the TPO in the future or to receive bid packages or request for proposal packages. The Florida Department of Transportation maintains a directory identifying all firms eligible to participate as DBEs as well as supportive services to assist with identification and use of DBEs. For more information, contact the FDOT Equal Opportunity Office at

<http://www.fdot.gov/equalopportunity/dbesbepograms.shtml>.

#### **SECTION XV - REPRESENTATIONS**

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

#### **SECTION XVI - TERMINATION OF AGREEMENT**

It is expressly understood and agreed that in addition to other provisions of this Agreement providing for termination by the TPO, the TPO may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days' prior notification in writing to CONSULTANT, by certified mail, return receipt requested. In the event of a termination of this Agreement pursuant to this Section or Section IV of this Agreement, the TPO's sole obligation to CONSULTANT shall

be payment in accordance with Section V of this Agreement, for those units or sections of the work previously authorized by a Notice to Proceed. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by CONSULTANT up to the time of termination. In the event partial payment has been made for professional Services not performed, CONSULTANT shall return such sums to the TPO within ten (10) days after delivery of written notice by certified mail, return receipt requested, that said sums are due. Upon termination, the TPO may, without penalty or other obligations to CONSULTANT, elect to employ other persons to perform the same or similar Services.

#### **SECTION XVII - DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect until June 30, 2025.

#### **SECTION XIII - DEFAULT**

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

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

Failure by the TPO at any time to enforce any of the provisions of this Agreement or to take any course of action allowed by this Agreement shall not be construed as a waiver of any right the TPO may have pursuant to this Agreement. Such a failure to enforce or take any course of action allowed by this Agreement shall not affect the validity of this Agreement or any rights the TPO may have pursuant to this Agreement.

#### **SECTION XIX - INDEMNIFICATION AND INSURANCE**

CONSULTANT shall indemnify and hold harmless the TPO, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the contract.

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

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount of \$1,000,000 providing for all sums, which CONSULTANT shall become legally obligated to pay as damages for claims arising out of the Services, performed by CONSULTANT or any person employed by CONSULTANT in connection with this Agreement.

- C. General Liability Insurance, on a commercial basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The policy must be endorsed to show the TPO as additional insured.
- D. Worker's Compensation Insurance in compliance with Florida's statutory requirements, as presently written or hereafter amended.

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

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

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

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

#### **SECTION XX - CERTIFICATION OF WAGE RATES**

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

#### **SECTION XXI - PUBLICITY, NEWS RELEASES AND CONFIDENTIAL INFORMATION**

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

#### **SECTION XXII - CONFLICT OF INTEREST**

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

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

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

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

**SECTION XXIII – FINAL ACCEPTANCE**

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

**SECTION XXIV - ENTIRETY OF AGREEMENT**

This Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter herein that are not incorporated herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both the TPO and CONSULTANT.

This Agreement, regardless of where executed, shall be governed by and constructed according to the laws of the State of Florida, and venue shall be in Hillsborough County, Florida.

**SECTION XXV - EXHIBITS**

The following Exhibits are attached hereto and incorporated herein as integral parts of this Agreement, and CONSULTANT agrees to comply with all terms contained therein:

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

**SECTION XXVI – APPENDIX**

The following Appendix is attached hereto and incorporated herein as integral parts of this agreement, and the CONSULTANT agree to comply with all terms contained therein:

Appendix A: Additional Federal, State and Local Information

IN WITNESS WHEREIN the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

Hillsborough County  
Metropolitan Planning Organization

By: \_\_\_\_\_

\_\_\_\_\_  
TPO Chair

Reviewed as to Form and  
Legal Sufficiency

By: \_\_\_\_\_

\_\_\_\_\_  
TPO Attorney

ATTEST:

CONSULTANT

By: \_\_\_\_\_

\_\_\_\_\_  
(title)

By: \_\_\_\_\_

\_\_\_\_\_  
(witness)



(ACKNOWLEDGMENT OF CONSULTANT, IF A CORPORATION)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

On this 1st day of June, 2023, before me, the undersigned authority, personally appeared M. Janet Everett, to me known to be the individual described in and who executed the foregoing instrument as VP/Authorized Signatory, of AECOM Technical Services, Inc., a California corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Director's or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects. He/she is personally known to me or has produced

N/A

as identification and did (did not) take an oath.

M. Janet Everett

WITNESS my hand and official seal the date aforesaid.

Stacy Lee Funk

(Signature of Person Taking Acknowledgment)

Stacy Lee Funk

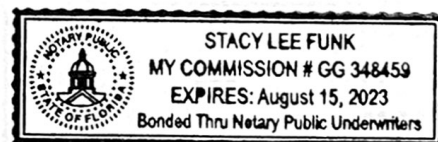
(Name of Acknowledger Typed, Printed or Stamped)

Florida Notary

(Title or Rank)

GG 348459

(Serial Number, if any) (NOTARY'S SEAL)



**EXHIBIT "A"**

**SCOPE OF SERVICES**



**Hillsborough MPO  
Metropolitan Planning  
for Transportation**

**EXHIBIT "A"**

**SCOPE OF SERVICES  
FOR  
GENERAL PLANNING CONSULTANT**

**HILLSBOROUGH COUNTY  
METROPOLITAN PLANNING ORGANIZATION**

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

## I. PURPOSE

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

## II. SERVICES

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

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

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

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

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

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

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

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

**Transportation Disadvantaged Planning** - Short-range coordinated transportation disadvantaged planning pursuant to Chapter 427, Florida Statutes and Rule Chapter 41-2, FAC. Assist in preparing an updated Hillsborough County Transportation Disadvantaged Service Plan. This may include updating the document's demographics, population forecasts, operational elements, quality assurance measures, need assessment and identifying barriers to coordination.

In addition, assist in the annual evaluation of the Transportation Disadvantaged Program Community Transportation Coordinator (CTC). In particular, collect data for performance measures including, but not limited to, reliability, service (effectiveness, efficiency, availability), and safety. Further, provide support in completing the CTC evaluation workbook. Also, provide assistance in preparing special transportation disadvantaged reports or products requested by the Transportation Disadvantaged Coordinating Board and/or TPO.

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

**Corridor, Sub-Area and Environmental Studies** - Identify policies and physical improvements that effectively support multi-modal transportation systems within major corridors and sub-areas. Analyze problems and opportunities that relate to

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

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

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

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

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

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

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

**E. Public Engagement (UPWP Task 5)**

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

**F. Regional Plans and Programs (UPWP Task 6)**

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

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

**G. Other Transportation Planning Assistance**

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

**EXHIBIT “B”**

**METHOD OF COMPENSATION**



## **EXHIBIT "B"**

### **METHOD OF COMPENSATION**

#### **I. PURPOSE**

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

#### **II. COMPENSATION**

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

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

#### **III. FEE DETERMINATION**

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

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

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

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

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

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

#### **IV. PROVISIONS FOR PAYMENT**

Payments shall generally be tied to delivery of interim and final work products pursuant to the provisions of a Notice to Proceed. Progress payments may be made in proportion to the percentages of work accepted by the DIRECTOR pursuant to a Notice to Proceed. Such progress

payments may be made prior to completion of an individual task assignment, however invoices for such payments may not be submitted by CONSULTANT on a less than monthly basis. Final payment shall be due and payable upon satisfactory completion of any individual task assignments as approved and accepted by the DIRECTOR, as provided in Section XXIV of this Agreement.

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

Each individual task assignment shall be invoiced individually.

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

#### **V. FINAL CLOSE-OUT**

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

**EXHIBIT “C”**

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

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

AECOM Technical Services, Inc.

(Name of Consultant/Subconsultant)

<b>PERSONNEL CLASSIFICATION</b>	<b>HOURLY RATES<sup>1</sup></b>
	<b>YEAR 1<sup>2</sup></b>
Project Manager 3	\$61.58
Chief Planner	\$112.11
Senior Planner	\$70.12
Project Planner	\$51.09
Planner	\$37.97
Senior Landscape Architect	\$58.94
Landscape Architect	\$41.95
Land Planner	\$27.61
Senior Scientist	\$54.72
Scientist	\$26.21
GIS Specialist	\$47.72
Chief Engineer 2	\$121.89
Chief Engineer 1	\$98.91
Senior Engineer 2	\$84.26
Senior Engineer 1	\$66.67
Engineer 2	\$63.06
Engineer 1	\$52.21
Transportation Data Scientist	\$43.46
Senior Engineering Technician	\$34.44
Chief Computer Programmer	\$97.43
Senior Computer Programmer	\$62.43
Senior Designer	\$56.51
Designer	\$37.18
Graphic Designer	\$28.44
Secretary/Clerical	\$36.25

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	123.50%
FCCM	+	0.00%
Operating Margin	+	42.00%
Burdened Salary <sup>3</sup>	=	265.50%

(3) Burdened Salary not to exceed: 2.655

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

Gresham Smith, Inc.

(Name of Consultant/Subconsultant)

	<b>HOURLY RATES<sup>1</sup></b>
<b>PERSONNEL CLASSIFICATION</b>	<b>YEAR 1<sup>2</sup></b>
CADD/Computer Technician	\$35.98
Chief Engineer 1	\$91.28
Chief Planner	\$86.14
Engineer 1	\$53.70
Engineer 2	\$71.50
Engineering Intern	\$39.36
Graphic Designer	\$43.17
Land Planner	\$52.40
Landscape Architect	\$50.11
Landscape Architect Intern	\$30.89
Planner	\$39.41
Project Landscape Architect	\$40.14
Project Manager 3	\$85.37
Secretary/Clerical	\$34.58
Senior Engineer 1	\$79.06
Senior Engineer 2	\$77.55
Senior Landscape Architect	\$71.14
Senior Planner	\$67.02

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	161.54%
FCCM	+	0.72%
Operating Margin	+	39.50%
Burdened Salary <sup>3</sup>	=	301.76%

(3) Burdened Salary not to exceed: 3.0176

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

Madrid Engineering Group DBA Madrid CPWG  
(Name of Consultant/Subconsultant)

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	HOURLY RATES <sup>1</sup>
PERSONNEL CLASSIFICATION	YEAR 1 <sup>2</sup>
Chief Planner	\$78.88
Senior Planner	\$52.07

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	156.00%
FCCM	+	0.309%
Operating Margin	+	42.00%
Burdened Salary <sup>3</sup>	=	298.309%

(3) Burdened Salary not to exceed: 2.9831

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

Media Relations Group, LLC  
(Name of Consultant/Subconsultant)

	HOURLY RATES <sup>1</sup>
PERSONNEL CLASSIFICATION	YEAR 1 <sup>2</sup>
Project Manager 3	\$96.15
Community Outreach Specialist – Senior	\$37.50
Community Outreach Specialist - Junior	\$25.48
Graphic Designer	\$28.85

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	126.53%
FCCM	+	0.00%
Operating Margin	+	38.00%
Burdened Salary <sup>3</sup>	=	264.530%

(3) Burdened Salary not to exceed: 2.6453

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

Patel, Greene & Associates, LLC  
(Name of Consultant/Subconsultant)

PERSONNEL CLASSIFICATION	HOURLY RATES <sup>1</sup>
	YEAR 1 <sup>2</sup>
Chief Designer	\$51.65
Chief Engineer 1	\$87.05
Chief Engineer 2	\$86.50
Chief Scientist	\$59.00
Community Outreach Specialist	\$27.60
Community Outreach Specialist - Junior	\$26.83
Community Outreach Specialist - Senior	\$50.00
Engineer 1	\$49.01
Engineer 2	\$60.40
Engineering Intern	\$36.44
Engineering Technician	\$28.76
Environmental Specialist	\$29.50
Graphic Designer	\$29.87
Landscape Designer/Landscape Planner	\$32.50
Planner	\$35.22
Project Manager 3	\$88.00
Secretary/Clerical	\$33.29
Senior Engineer 1	\$74.32
Senior Engineering Technician	\$32.70
Senior Environmental Specialist	\$48.50
Senior Landscape Architect	\$56.00
Senior Planner	\$64.25
Technician Aid	\$22.33

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	164.62%
FCCM	+	0.362%
Operating Margin	+	40.00%
Burdened Salary <sup>3</sup>	=	304.982%

(3) Burdened Salary not to exceed: 3.04982



**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

RS&H, Inc.

(Name of Consultant/Subconsultant)

	HOURLY RATES <sup>1</sup>
PERSONNEL CLASSIFICATION	YEAR 1 <sup>2</sup>
Chief Designer	\$54.86
Chief Engineer 1	\$79.61
Chief Engineer 2	\$88.77
Chief Planner	\$80.40
Chief Scientist	\$76.61
Engineer 1	\$49.90
Engineering Intern	\$32.89
Environmental Specialist	\$35.61
Secretary/Clerical	\$29.63
Senior Environmental Specialist	\$39.93
Senior Planner	\$63.12

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	176.95%
FCCM	+	0.143%
Operating Margin	+	32.00%
Burdened Salary <sup>3</sup>	=	309.093%

(3) Burdened Salary not to exceed: 3.09093

**EXHIBIT C**  
**APPROVED HOURLY RATES PER CLASSIFICATION**  
**AND ADDITIVE PERCENTAGES**

Urban Planning Innovations, LLC  
(Name of Consultant/Subconsultant)

**\*\*Services and deliverables produced by Urban Planning Innovations, LLC will be negotiated as a direct expense for any task assignment.\*\***

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

VRANA CONSULTING, INC.

(Name of Consultant/Subconsultant)

	HOURLY RATES <sup>1</sup>
PERSONNEL CLASSIFICATION	YEAR 1 <sup>2</sup>
Chief Planner	\$65.09

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	79.67%
FCCM	+	0.00%
Operating Margin	+	33.00%
Burdened Salary <sup>3</sup>	=	212.67%

(3) Burdened Salary not to exceed: 212.67

**APPROVED HOURLY RATES PER CLASSIFICATION  
AND ADDITIVE PERCENTAGES**

Wey Engineering, PLLC

(Name of Consultant/Subconsultant)

	HOURLY RATES <sup>1</sup>
PERSONNEL CLASSIFICATION	YEAR 1 <sup>2</sup>
Chief Engineer 1	\$81.50
Engineer 1	\$52.88
Engineer 2	\$69.71
Engineering Intern	\$38.60
Secretary/Clerical	\$31.25

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1<sup>st</sup> of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	141.49%
FCCM	+	0.009%
Operating Margin	+	39.00%
Burdened Salary <sup>3</sup>	=	280.499%

(3) Burdened Salary not to exceed: 2.80

**EXHIBIT “D”**

**Hillsborough County Equal Employment Opportunity Requirements**

## Exhibit "D"

### HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

#### STATEMENT OF COMPLIANCE

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

#### INSTRUCTIONS

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

Please note particularly that:

1. Where federally-assisted contracts are involved, the proposer/ contractor is bound by Revised Order No. 4 (41 CFR Part 60-2) and Executive Order 11246 of September 24, 1965 as amended, by Executive Orders 11375 and 12086; or Title VI of the Civil Rights Act of 1964 and Federal contract Compliance "bid conditions" in the proposal package.
2. The proposer/contractor must complete **ALL** forms of this Equal Employment Opportunity Affirmative Action Questionnaire if the total amount of the contract is equal to or exceeds \$10,000.

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

# EXHIBIT D

## AECOM Technical Services, Inc.

### Equal Employment Opportunity and Affirmative Action Questionnaire

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1. Provide a copy of your organization's Affirmative Action Plan or Program. (If not submitted within the past twelve (12) months.) \*

The Affirmative Action Program for AECOM Technical Services, Inc. was provided to the County's Economic Development Department on August 23, 2022 and accepted on August 29, 2022. This Program is being provided as requested.

2. Workforce Analysis by race/sex and EEO Category.

Please find attached AECOM's Workforce Analysis for our local Tampa office and for the firm's North America locations.

3. If organization receives federal/state/local funding, please list source and dollar amount.

AECOM has not received any federal/state/local funding.

4. Name of person designated as EEO representative.

Virginia Napoli, Senior Director

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

Yes, during a mutually agreed upon date and time.

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

Yes, AECOM has a formal procedure in place to resolve discrimination complaints, which is attached.

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

The following are the discrimination cases that AECOM has been charged with in the last 18 months.

Individual	Nature of Charge	When	Where
Roger McNeal	Retaliation, Age, Disability	2/23/23	Virginia
Breanna Payne	Disability, Retaliation	8/19/22	California
Nandi Brown	Religious Discrimination	6/21/22	Florida

8. Do you anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions.

At this time we do not foresee hiring additional staff to perform this contract.

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

Please find attached AECOM's 2023 Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by our CEO Troy Rudd.



FIRM NAME: AECOM Technical Services, Inc. (North American Locations)

JOB CATEGORY	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEMALE	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
Officials & Managers	3,065*	938*	2,564	93	151	231	3	718	61	56	92	2
Professionals	6,132*	3,390*	4,504	240	482	791	17	2,306	208	309	472	14
Technicians	1,075*	206*	786	77	110	75	10	148	13	22	13	4
Administrative Support Workers	170*	480*	75	52	34	6	1	248	116	69	32	1
Office & Clerical	0	0	0	0	0	0	0	0	0	0	0	0
Craftsmen (Skilled)	23	0	21	2	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	7	0	4	1	1	1	0	0	0	0	0	0
Laborers (Unskilled)	249*	12*	118	64	48	7	5	2	4	5	0	0
Service Workers	161*	14*	97	48	6	1	1	7	6	0	0	1
Total	10,882*	5,040*	8,169	577	832	1,112	37	3,429	408	461	609	22

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

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

**NOTE:** \* Please see the attached spreadsheet to see categories and classification of additional personnel.



# **AFFIRMATIVE ACTION PROGRAMS**

**AECOM Technical Services Inc.**

7650 W. Courtney Campbell Causeway, Tampa, FL

January 1, 2022 through December 31, 2022



**AECOM Technical Services, Inc.**

**7650 West Courtney Campbell Causeway**

**Tampa, FL 33607-1462**

**T: 813.286.1711 | F: 850.517.1975**

## Equal Employment Opportunity and Affirmative Action

AECOM is committed to providing equal employment opportunity, without discrimination, to all employees and qualified applicants for employment without regard to race, sex, pregnancy, age, ancestry, military or veteran status, color, religion, creed, disability, marital status, medical condition, genetic information, national origin, gender, gender identity, gender expression, sexual orientation, citizenship status or any characteristic protected by applicable state, federal or local laws. AECOM also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has, or is perceived as having, any of those characteristics. AECOM intends to comply with all applicable federal, state and local laws with respect to fair employment practices. AECOM will also reasonably accommodate religious beliefs and practices in accordance with applicable laws and as set forth in this Handbook.

Equal employment opportunity applies to all terms, conditions and privileges of employment, including, but not limited to, recruitment, hiring, compensation, training, promotion, demotion, transfer, termination, benefits, transfers to standby or part-time variable (PTV) status and retirement.

All employees are responsible for maintaining a workplace free of unlawful discrimination, harassment and retaliation.

Any employee who experiences, witnesses or observes any form of discrimination, including harassment, related to this policy must report the incident to his or her supervisor, someone in management or a Human Resources representative. For additional information regarding how to make a report, please see the [Making a Report](#) section for more information.

Any manager or supervisor who is made aware of, knows of or witnesses a potential violation of this policy has an added responsibility to act and must notify Human Resources immediately.

As a government contractor, AECOM is committed to complying with requirements for federal contractors and subcontractors, including Executive Order 11246, as amended, Section 503 of the Rehabilitation Act, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended. As such, AECOM will create and maintain written Affirmative Action Plans. U.S.-based employees are able to review the nonconfidential aspects of Affirmative Action Plans during normal business hours by contacting the Senior Director, Employee Relations and Compliance, who serves as the U.S. Equal Employment Officer.

# **AFFIRMATIVE ACTION PROGRAM FOR MINORITIES & WOMEN**

**AECOM Technical Services Inc.**

7650 W. Courtney Campbell Causeway, Tampa, FL

January 1, 2022 through December 31, 2022

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## Preface

AECOM Technical Services Inc., (also referred to as the Company), is committed to the concept and practice of equal opportunity and affirmative action. In preparing this Affirmative Action Program (AAP), we have been guided by Section 503 of the Rehabilitation Act of 1973 (as amended) (29 U.S.C. § 793) and its implementing regulations (41 C.F.R. Part 60-741) and the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission ("EEOC") (29 C.F.R. Part 1608). Nothing contained in this AAP or its supporting data should be construed as an admission by the Company, in whole or in part, that it has contravened any federal, state, or local employment practice laws, or to sanction the discriminatory treatment of any person.

While the Company firmly believes in dissemination of its affirmative action policies and equal employment opportunity practices and makes the non-data components of this AAP available for review to employees and applicants upon request, the AAP remains a proprietary document of the Company. Moreover, the data on which the Company has relied in preparing this AAP are confidential and sensitive, and the Company believes release of the data would subject the Company to commercial harm. Reports that require specific data, such as names of employees and salary information, are not an official part of this AAP. This information is on file at the Company as Documentation and Supporting Data for AAP Reports, and is available for review only as required by law.

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

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

This AAP does not constitute an express or implied contract between the Company and its employees, job applicants, or other persons, nor does it change in any way the basic at will employment relationship all Company employees have with the Company. Nothing in this

AAP creates a private right of action on behalf of any individual or group against the Company.

## Statement of Commitment from AECOM's Chief Executive Officer

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

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

As AECOM's Chairman and Chief Executive Officer, I am fully committed to the principles of equal employment opportunity and affirmative action. I have appointed AECOM's Employee Relations & Compliance Senior Director the responsible for supporting the successful implementation of the Company's Affirmative Action Plans (AAPs). AECOM's Employee Relations & Compliance Senior Director works with Affirmative Action Coordinators at various locations of the Company, with joint responsibility for implementation of the Company's affirmative action activities. AECOM's Employee Relations & Compliance Senior Director and Affirmative Action Coordinators have the full support of top management and the staff necessary to fully implement this Program. All managers and supervisors will take an active part in the Company's AAPs to ensure qualified employees and prospective employees are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, AECOM will solicit the cooperation and support of all employees for the Company's Equal Employment Opportunity and Affirmative Action Policy.

Our Affirmative Action Plans include an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. The

Affirmative Action Coordinator is responsible for periodically reviewing progress in the compliance and implementation of the policy of affirmative action. In accordance with public law, the Company's program of affirmative action for qualified individuals with disabilities and the program of affirmative action for protected veterans are available for inspection in the Human Resources Department, Monday through Friday, from 9:00 a.m. to 5:00 p.m. upon request.

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



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Troy Rudd

January 2022



## **Sex Discrimination Policy**

### **41 C.F.R. 60-20.1 – 60-20.6**

Pursuant to AECOM Technical Services Inc.'s equal employment opportunity and affirmative action policy, the Company prohibits sexual discrimination and harassment in the workplace. This policy applies to all terms and conditions of employment, including but not limited to, recruitment, hiring, promotion, transfer, demotion, layoff or recall from layoff, termination, wage and benefit administration and selection for training or other employment opportunities. The terms "because of sex", on the "basis of sex", "regardless of sex" and "without regard to sex" include, but are not limited to, because of or on the basis of pregnancy, childbirth or related medical conditions, sexual orientation, gender identity and transgender status. In furtherance of the Company's commitment to ensuring equal employment opportunity regardless of sex, the Company will take the following steps, as appropriate:

- Recruit individuals for all positions without regard to their sex, except where sex is a bona fide occupational qualification
- Ensure job postings and recruitment materials do not express a sex preference, unless sex is a bona fide occupational qualification
- Review employment practices and personnel policies to ensure that applicants and employees are not discriminated against or harassed
- Provide qualified employees with an equal opportunity to any available job without regard to their sex, except where sex is a bona fide occupational qualification
- Administer employment opportunities, wages, hours, conditions of employment, retirement programs, and other employee benefits regardless of sex
- Develop written policies which prohibit unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature towards employees and take reasonable steps to prevent such harassment from occurring
- Provide appropriate restroom and other facilities for applicants and employees
- Refrain from reliance on any state laws which conflict with the non-discrimination provisions of Title VII of the Civil Rights Act of 1964 or Executive Order 11246 and are superseded thereby
- Ensure employees are not discriminated against because of pregnancy, childbirth, or related medical conditions. Females affected by pregnancy, childbirth, or related medical conditions will be treated the same as other persons who are not so affected but are similarly able or unable to work
- Administer any seniority systems without regard to sex
- Determine wage schedules without regard to sex
- Ensure individuals are not restricted to certain job classifications based on sex.

## **Religious and National Origin Discrimination Policy**

### **41 C.F.R. 60-50.1 – 60.50.5**

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

- Recruit individuals for all positions without regard to their national origin or religious beliefs
- Provide qualified employees with an equal opportunity to available job openings without regard to their religion or national origin
- Administer employment opportunities, wages, hours, conditions of employment, retirement programs, and other employee benefits regardless of religion or national origin
- Provide reasonable accommodation for sincerely-held religious beliefs unless doing so would pose an undue hardship on the Company's business.
- Develop reasonable procedures to carry out the Company's obligation to provide equal employment opportunity without regard to religion or national origin
- Inform employees of the Company's commitment to equal employment opportunity without regard to national origin or religion
- Inform recruitment sources of the Company's commitment to equal employment opportunity and seek their assistance and support to
- Review employment practices, personnel policies, and available records to ensure that applicants and employees are not discriminated against or harassed
- Engage in outreach activities with religious and ethnic organizations and educational institutions

## **Responsibility for Implementation**

### **41 C.F.R. 60-2.17**

AECOM Technical Services Inc. has assigned primary management responsibility and accountability for ensuring full compliance with the Affirmative Action Program to Virginia Napoli, the EEO Officer of the Company. The EEO Officer has the authority, resources, support of and access to top management necessary to ensure the effective implementation of the AAP. The identity of the EEO Officer appears on internal and external communications regarding the Company's equal employment opportunity and affirmative action policies.

The duties of the EEO Officer and designees include:

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

## **Organizational Profile**

### **41 C.F.R. 60-2.11**

As one of the diagnostic components of AECOM Technical Services Inc.'s AAP, the Company has completed a profile of the workforce at the 7650 W Courtney Campbell Causeway, Tampa, FL establishment. The organizational profile is an overview of the staffing patterns at this establishment and is used to determine whether there are areas in the workforce where individuals are underrepresented or concentrated by gender or race.

The Annotated Employee report identifies the employees included in this AAP who work at other Company locations and those employees who work at locations but are covered by this AAP but who, in accordance with 41 C.F.R. 60-2.1, are included in another Company AAP. This chart sets forth the locations where the employees are working and/or the AAP in which they are included.

## **Job Group Analysis**

### **41 C.F.R. 60-2.12**

As the second diagnostic component of the AAP, AECOM Technical Services Inc. has prepared a job group analysis. The job group analysis is the first step in comparing the representation of minorities and females in the workforce covered by this AAP with the estimate of the available qualified minorities and females who could be employed by the Company in positions covered by this AAP.

In designing job groups, jobs have been placed in job groups based upon the general criteria of relatively similar content, similar opportunities, and similar rates of pay. Similarity of content refers to the relative duties and responsibilities of the job titles which make up the job group. Similarity of opportunities refers to training, transfers, promotions, pay mobility and other career enhancement opportunities offered by the jobs within the job group.

The job groups in this AAP were developed to serve as a basis for a statistical analysis comparing current workforce utilization to weighted internal and external availability, and, thereafter, to develop annual goals as to minorities and females. Accordingly, job content (reflected in census data matches) and opportunity for advancement (important for determining feeder jobs) have been relied upon more than pay rates in grouping jobs. Moreover, where possible, and, consistent with other factors, job groups were devised which are of a sufficient size to conduct a meaningful utilization analysis. Necessary differences exist in the statistical analysis for utilization and the statistical analysis which would be appropriate for compensation. Therefore, the Company does not suggest or agree its job groups contain jobs whose incumbents are sufficiently similarly situated (considering a variety of factors including tasks performed, effort, level of responsibility, working conditions, work location, job difficulty, minimum qualifications, performance and other objective factors) to be included in the same group for purposes of statistical analysis of rates of pay or compensation.

The Job Group Analysis report identifies the job groups created for this AAP, the job titles that comprise each job group, and the percentage of minority incumbents and the percentage of female incumbents in each job group.

The Annotated Employee report identifies the employees included in this AAP who work at other Company locations and those employees who work at locations but are covered by this AAP but who, in accordance with 41 C.F.R. 60-2.1, are included in another Company AAP. This chart sets forth the locations where the employees are working and/or the AAP in which they are included.

## **Availability Analysis**

### **41 C.F.R. 60-2.14**

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

Pursuant to applicable regulations, the availability analysis for each job group examines two potential areas of availability: individuals with the requisite skills outside the establishment (external availability) and individuals within the establishment who are promotable, transferable, and/or trainable (internal availability). In determining availability, the Company has selected a reasonable recruitment area and the pool of promotable, transferable, and trainable employees in such a way as not to exclude qualified minorities and females. Moreover, when determining external availability, the Company has used the most current and discrete statistical information available. For this availability analysis, the Company has used the EEO 2014-2018 ACS Tabulation Data. Finally, where a job group is composed of different job titles that carry different availability rates, the Company calculated a composite availability figure. The Company arrived at the composite availability figure by determining the proportion of the job group incumbents employed in each job title, weighting the availability for each job title by the proportion of incumbents employed in that title, and adding together the weighted availability estimates.

A brief written rationale for the selection of the recruitment areas and internal pools by job group is included with this AAP.

## **Comparison of Incumbency vs. Estimated Availability**

### **41 C.F.R. 60-2.15**

AECOM Technical Services Inc. has compared the representation of minorities and females in each job group with their representation among those identified in the availability analysis as available for employment in the job group. Where actual representation was less than the calculated availability, the Company determined whether the difference was greater than could reasonably be expected.

## **Placement Goals**

### **41 C.F.R. 60-2.16**

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

In establishing placement goals, the Company applied the following principles:

- When the percentage of minorities or females employed in a particular job group is less than would reasonably be expected, given their availability percentage in that job group, the Company established a percentage annual placement goal at least equal to the availability figure derived for minorities or females, as appropriate, for that job group.
- Placement goals are not quotas that must be met, nor are they to be considered as either a ceiling or a floor for the employment of individuals of a specific race or sex.
- In all employment decisions, the Company makes selections in a nondiscriminatory manner. Placement goals do not provide a justification to extend a preference to any individual, select an individual, or adversely affect an individual's employment status, on the basis of that individual's sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or other characteristic protected by law.
- Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.
- Placement goals are not used to supersede merit selection principles, nor do these placement goals require the Company to hire a person who lacks qualifications to perform the job successfully or hire a less qualified person in preference to a more qualified one.

As is described in more detail in the Action-Oriented Program section of this AAP, where a placement goal is set, the Company will develop affirmative steps to increase the recruitment and training of the underrepresented group.



## **Identification of Problem Areas by Organizational Unit and Job Group**

### **41 C.F.R. 60-2.17(b)**

AECOM Technical Services Inc. has conducted analyses of its total employment process, including evaluating the workforce by organizational unit and job group, personnel activity, compensation systems, and other personnel procedures to determine whether and where impediments to equal employment opportunity exist.

An analysis of each of these processes follows.

#### **Composition of the Workforce by Organizational Unit**

The Company has analyzed its workforce to determine if minorities or females are significantly underrepresented or concentrated in any organizational unit.

#### **Composition of the Workforce by Job Group**

The Company has conducted an availability analysis by job group, considering both external and internal availability, and has compared incumbency to estimated availability to determine placement goals. The descriptions of Factor 1 and Factor 2 by job group are summarized in this AAP. The Company has established affirmative action placement goals and programs to address any areas of underutilization and will continue to make a good faith effort to reach the placement goals established by implementing action-oriented programs.

#### **Analysis of Progress Towards Prior Year Goals**

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

#### **Review of Personnel Activity**

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

#### **Applicant Flow**

The Company accepted applications for open positions, and persons interested in obtaining employment with the Company were advised to apply according to the

Company's current policy. The Company periodically reviews recruitment and selection actions to ensure there are no barriers to equal employment opportunity.

## **Hires**

The Company periodically reviews recruitment, selection and hiring actions to ensure there are no barriers to equal employment opportunity and no significant differences in selection rates by gender or race/ethnicity. Job descriptions are reviewed to make sure duties are accurately described and the experience and education requirements are job related. Job descriptions will continue to be written without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law.

Application forms are reviewed to ensure all requested information is job related, and the forms comply with all applicable laws. Where applicable, tests will be reviewed and administered in a non-discriminatory manner.

Company representatives who are involved in the selection process will be briefed on the Company's obligations. Hiring decisions are to be based on the applicant's experience, skills, abilities, education, and any other job-related criteria.

## **Promotions**

The Company provides employees the opportunity to be promoted. The Company periodically reviews promotional actions to ensure there are no barriers to equal employment opportunity and no significant differences in selection rates by gender or race/ethnicity.

The Company provides reasonable opportunity for employees to advance by offering training and other developmental opportunities. Most promotional opportunities are posted, providing interested employees with an opportunity to apply.

## **Terminations**

The Company periodically evaluates its termination practices to ensure there are no barriers to equal employment opportunity and no significant differences in selection rates by gender or race/ethnicity. When terminations or reductions in force are necessary, the Company makes its decisions without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law.

## **Review of Compensation Systems**

As part of its affirmative action obligations, the Company has reviewed its compensation systems to determine whether those systems are being administered without regard to an

individual's sex, race, ethnicity, or other characteristic protected by law. If the Company discovers significant compensation system differences between individuals who are similarly situated, it will determine whether they are the result of legitimate, nondiscriminatory factors.

## **Development and Implementation of Action-Oriented Programs**

### **41 C.F.R. 60-2.17**

AECOM Technical Services Inc. has developed and executed action-oriented programs designed to correct any problem areas that may exist. To remove identified barriers and expand employment opportunities, the Company engages in or has made plans to implement the activities outlined in this AAP, as appropriate.

The Company's commitment to equal employment opportunity is publicized and employees are encouraged to participate in the Company's Affirmative Action Program through activities such as the following.

- Written notification of the Company's affirmative action policy will be sent to all subcontractors, including subcontracting vendors and suppliers, and request appropriate action on their part.
- The Company will make the Equal Employment Opportunity Clause part of all covered contracts and purchase orders.
- The Company's Equal Employment Opportunity and Affirmative Action Statement of Policy will be made available to applicants and employees. The policy will include a statement that employees and applicants are protected from coercion, intimidation, and interference or discrimination for filing a complaint or assisting in an investigation under Executive Order 11246, as amended. When applicable, the Company will publicize the policy in Company publications.
- The Company will hold meetings with executive, management and supervisory personnel to explain the Company's policy of affirmative action and to make clear the Chief Executive Officer's support for the policy.
- Advertisements or solicitations for prospective employees will indicate the Company is an equal opportunity employer.
- The Company will seek to include individuals covered by this AAP when employees are pictured in consumer and personnel recruitment advertising.
- The Company will encourage qualified minority and female applicants to apply for available job openings through the following activities, as appropriate:
- Minority and female, as well as non-minority and male, employees will be actively encouraged to refer applicants to the Company.
- The Company will send available job opportunities to the State Employment Services Delivery System.
- The Company will identify local organizations and/or community agencies specializing in placing and/or developing training programs for protected individuals and send them notices of vacant positions.

Where placement goals exist as defined by the OFCCP, the Company will contact universities and two- and four-year local colleges, vocational technical schools, high

schools, local business schools, and state and community organizations which attract qualified minority and female students.

During the period from January 01, 2021 to December 31, 2021, targeted recruitment activities with diverse outreach and recruitment sources were conducted.

The Company will implement procedures to ensure minority and female employees are given equal opportunities for promotion, such as the following:

- On-the-job training will be provided to all qualified employees to assist them in developing the necessary knowledge and skills for promotion to higher level jobs.
- The Company will continue to make opportunities for advancement widely known through its career development process and by encouraging minorities and females to take advantage of these opportunities. Internal job opportunities may be posted so employees may apply to positions of interest.
- Internal training programs will be offered to eligible employees without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by applicable law.
- The Company will offer employees the opportunity to participate in external training programs without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by applicable law.

## **Internal Audit and Reporting System**

### **41 C.F.R. 60-2.17**

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

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

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

To measure the effectiveness of the AAP, the Company may take the following actions:

- Audit the Company's voluntary self-identification process to monitor the number of individuals who choose to self-identify and evaluate whether changes could be made to Company's self-identification process to encourage greater voluntary self-identification
- Monitor records of applicant flow, referrals, placements, training, transfers, promotions, terminations, and compensation decisions to evaluate the degree to which equal employment opportunity and organizational objectives are being obtained
- Report on the organization's progress towards equal employment opportunity and any identified problem areas so appropriate steps can be taken to resolve any issues
- Examine available utilization and benchmark data regarding protected individuals and develop action-oriented programs to address any areas of underutilization
- Review available data computations and analyses regarding applicants and hires
- Review the effectiveness of the Company's recruitment and outreach activities
- Use a schedule to regularly assess any mental and physical qualifications to ensure they are job-related and consistent with business necessity
- Regularly assess the Company's personnel processes to ensure all individuals have equal opportunity in employment
- Audit communications with vendors and subcontractors to ensure such communications reflect the Company's commitment to equal employment

opportunity and affirmative action

- Audit communications with applicants and employees to ensure such communications reflect the Company's commitment to equal employment opportunity and affirmative action
- Audit job listings to ensure the postings reflect the Company's commitment to equal employment opportunity and affirmative action, and such postings are timely listed with the appropriate state employment delivery system
- Audit personnel policies to ensure such policies reflect the Company's commitment to equal employment opportunity and affirmative action

Where the Affirmative Action Program is found to be deficient, the Company shall endeavor to undertake necessary action to improve the Program.

# **AFFIRMATIVE ACTION PROGRAM FOR PROTECTED VETERANS**

**AECOM Technical Services Inc.**

7650 W. Courtney Campbell Causeway, Tampa, FL

January 1, 2022 through December 31, 2022



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## **Preface**

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

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

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## Statement of Commitment from AECOM's Chief Executive Officer

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

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

As AECOM's Chairman and Chief Executive Officer, I am fully committed to the principles of equal employment opportunity and affirmative action. I have appointed AECOM's Employee Relations & Compliance Senior Director the responsible for supporting the successful implementation of the Company's Affirmative Action Plans (AAPs). AECOM's Employee Relations & Compliance Senior Director works with Affirmative Action Coordinators at various locations of the Company, with joint responsibility for implementation of the Company's affirmative action activities. AECOM's Employee Relations & Compliance Senior Director and Affirmative Action Coordinators have the full support of top management and the staff necessary to fully implement this Program. All managers and supervisors will take an active part in the Company's AAPs to ensure qualified employees and prospective employees are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, AECOM will solicit the cooperation and support of all employees for the Company's Equal Employment Opportunity and Affirmative Action Policy.

Our Affirmative Action Plans include an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. The

Affirmative Action Coordinator is responsible for periodically reviewing progress in the compliance and implementation of the policy of affirmative action. In accordance with public law, the Company's program of affirmative action for qualified individuals with disabilities and the program of affirmative action for protected veterans are available for inspection in the Human Resources Department, Monday through Friday, from 9:00 a.m. to 5:00 p.m. upon request.

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



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Troy Rudd

January 2022

## **Definitions**

### **41 C.F.R. 60-300.2**

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

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

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

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

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

"PROTECTED VETERANS" means Disabled Veterans, Recently Separated Veterans, Armed Forces Service Medal Veterans, and Active Duty Wartime or Campaign Badge Veterans.

## **Responsibility for Implementation**

### **41 C.F.R. 60-300.44(i)**

AECOM Technical Services Inc. has assigned primary management responsibility and accountability for ensuring full compliance with the Affirmative Action Program to Virginia Napoli, the EEO Officer of the Company. The EEO Officer has the authority, resources, support of and access to top management necessary to ensure the effective implementation of the AAP. The identity of the EEO Officer appears on internal and external communications regarding the Company's equal employment opportunity and affirmative action policies.

The duties of the EEO Officer and designees include:

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

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



## **Request for Self-Identification**

### **41 C.F.R. 60-300.42**

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

- When an applicant applies or is considered for employment, the Company provides the applicant with an opportunity to voluntarily self-identify protected veteran status. This opportunity is offered at the same time the Company invites the applicant to self-identify race, ethnicity, sex, and disability status.
- Following an offer of employment but before an individual begins working, the Company provides an additional opportunity to voluntarily self-identify protected veteran status.
- The invitation to self-identify will state the Company is a federal contractor required to take affirmative action to employ and advance in employment protected veterans, and summarize the relevant portions of the applicable law and the Company's Affirmative Action Program.
- The invitation to self-identify will state the information is being requested on a voluntary basis, it will be kept confidential, refusal to provide the requested information will not subject the applicant to any adverse treatment, and the information will not be used in a manner that is inconsistent with applicable law.
- The Company will keep all self-identification information confidential and maintains it in a data analysis file rather than in individual employee personnel or medical files.

## **Review of Personnel Processes**

### **41 C.F.R. 60-300.44(b)**

AECOM Technical Services Inc. periodically reviews its personnel procedures to determine whether they ensure the careful, thorough, and systematic consideration of the job qualifications of employees or applicants who are protected veterans for jobs filled either by hiring or promotion and for educational or training opportunities.

Vacancies are advertised, and applications are accepted from any interested person. The Company's employment materials, including items such as its employment application, the careers section of its website, and job advertisements, will include a non-discrimination statement to further inform applicants of the Company's policy of equal employment opportunity. All non-executive positions lasting three days or more not expected to be filled from within will be referred to the appropriate state employment service delivery system. In addition, to ensure protected veterans are aware of job openings, the Company will send vacancy announcements to the employment sources listed in this Affirmative Action Program.

The Company ensures its personnel processes do not limit, segregate, or classify an employee or applicant in a way that adversely affects employment opportunities or status because of status as a protected veteran. The Company makes sure when a protected veteran is considered for an employment opportunity, the Company relies only on that portion of the individual's military record, including military discharge papers, relevant to the requirements of the opportunity at issue.

The Company periodically reviews any physical and mental job qualifications to ensure they do not tend to screen out disabled veterans for reasons that are not job related or consistent with business necessity, or do not relate to ensuring the safe performance of the essential functions of the job. The Company reviews its personnel processes to ensure protected veterans are not stereotyped in a manner that limits their access to jobs for which they are qualified. The Company also ensures applicants and employees who are protected veterans and who meet job qualifications have equal access to its personnel processes, including those implemented through information and communication technologies, and provides necessary reasonable accommodation to ensure applicants and employees who are disabled veterans receive equal opportunity in the operation of personnel processes.

## **Review of Physical and Mental Job Requirements**

### **41 C.F.R. 60-300.44(c)**

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

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

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

## **Reasonable Accommodations**

### **41 C.F.R. 60-300.44(d)**

AECOM Technical Services Inc. has made and will continue to make reasonable accommodation to the known physical and mental limitations of otherwise qualified employees and job applicants who are disabled veterans unless such accommodation would impose an undue hardship.

If a veteran has a disability, the Company encourages the individual to request reasonable accommodation to enable the individual to perform a job safely. Such accommodations may include special equipment, changes in the physical layout of the job, modification of job duties, or other reasonable accommodations. The Company will inform employees and applicants of the process for requesting reasonable accommodation.

Where an employee who is known to be a veteran with a disability is having significant difficulty performing job duties and the Company reasonably concludes the performance issues may be related to a known disability, the Company may notify the employee of the performance problem and confidentially inquire whether the problem is related to the employee's disability. If the employee indicates a disability is impacting performance, the Company will engage in confidential discussions with the employee about the performance problem and the need for reasonable accommodation.

## **Compensation**

### **41 C.F.R. 60-300.21(i)**

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

## **Harassment**

### **41 C.F.R. 60-300.44(e)**

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

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

## **Training**

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

AECOM Technical Services Inc. trains personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure the commitments in the Company's AAP are implemented.

## **Internal Dissemination of Policy**

### **41 C.F.R. 60-300.44(g)**

AECOM Technical Services Inc. recognizes that, however strong its outreach program, internal support from supervisory management and other employees is necessary to ensure maximum effectiveness of its AAP for protected veterans. The Company may utilize the following procedures to enhance the internal implementation and dissemination of its Equal Employment Opportunity and Affirmative Action Statement of Policy, as appropriate:

- The Company's Equal Employment Opportunity and Affirmative Action Statement of Policy will be made available to applicants and employees. The policy includes a statement that employees and applicants are protected from coercion, intimidation, and interference or discrimination for filing a complaint or assisting in an investigation under the Rehabilitation Act of 1973, as amended.
- An invitation to participate in the Company's Affirmative Action Program by voluntarily self-identifying as a protected veteran will be disseminated to all applicants, as well as to all employees once the Company has extended a job offer, but before beginning employment duties.
- The Company will publicize the policy in Company publications.
- The Company will hold meetings with executive, management and supervisory personnel to explain the Company's policy of affirmative action and to make clear the Chief Executive Officer's support for the policy.
- The Company will inform applicants and employees of its commitment to engage in affirmative action, including by discussing the policy in various employee and manager training sessions.
- When employees are featured in employee handbooks or similar publications, efforts will be made to include protected veterans.
- Company publications will include articles on accomplishments of all employees, including protected veterans.

If the Company has or becomes party to collective bargaining agreements, union officials will be informed the Company is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment protected veterans, and the Company will not discriminate against protected veterans. For those sites not subject to a collective bargaining agreement, no notification of union officials is necessary.



## **Outreach, Positive Recruitment and External Dissemination of Policy**

### **41 C.F.R. 60-300.44(f)**

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

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

The Company will make the Equal Employment Opportunity Clause part of all covered contracts and purchase orders.

The Company will inform subcontractors, including subcontracting vendors and suppliers, of its Equal Employment Opportunity and Affirmative Action Statement of Policy, and request appropriate action on their part.

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

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

The Company will identify local organizations and/or community agencies specializing in placing and/or developing training programs for protected veterans and send them

notices of vacant positions. Examples of these outreach efforts include contacting the following:

- Local Veterans' Employment representatives in the Employment One-Stop Career Centers near the facilities covered in this AAP
- Department of Veterans Affairs offices close to the facilities covered in this AAP
- Placement or career offices of educational institutions specializing in the placement of protected veterans
- Private recruitment sources, such as professional organizations or employment placement services specializing in the placement of protected veterans
- Local veterans' groups and veterans' service centers near the facilities covered in this AAP
- Department of Defense Transition Assistance Program (TAP)

Recruitment efforts at educational institutions may incorporate special efforts to reach students who are protected veterans.

Efforts will be made to have employees who are protected veterans serve as company representatives during career days, job fairs, and related recruitment efforts.

Advertisements or solicitations for prospective employees will indicate the Company is an equal opportunity employer.

## **Assessment of Outreach and Recruitment Efforts**

### **41 C.F.R. 60-300.44(f)(3)**

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

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

- Results of hiring benchmark analysis for protected veterans
- Available data related to applicant and hires
- Whether the activity increased the Company's ability to include protected veterans in its workforce
- Whether the activity attracted qualified protected veterans
- Whether the activity resulted in the selection of qualified protected veterans

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

## **Audit and Reporting Systems**

### **41 C.F.R. 60-300.44(h)**

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

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

- Measure the effectiveness of the AAP
- Identify any need for remedial action
- Determine the degree to which the Company's objectives are being attained
- Determine whether individuals who are known protected veterans have had the full opportunity to participate in all Company sponsored educational, training, recreational and social activities
- Measure the Company's compliance with the AAP's specific obligations, and
- Document the actions taken to monitor the Company's compliance with the AAP's specific obligations.
- To measure the effectiveness of the AAP, the Company may take the following actions:
- Audit the Company's voluntary self-identification process to monitor the number of protected veterans who choose to self-identify and evaluate whether changes could be made to the self-identification process to encourage greater voluntary self-identification by protected veterans
- Monitor records of applicant flow, referrals, placements, training, transfers, promotions, terminations, and compensation decisions to evaluate the degree to which equal employment opportunity and organizational objectives are being obtained
- Report on the organization's progress towards equal employment opportunity and any identified problem areas so appropriate steps can be taken to resolve any issues
- Examine available utilization and benchmark data regarding protected individuals and develop action-oriented programs to address any areas of underutilization
- Review available data computations and analyses regarding applicants and hires
- Review the effectiveness of the Company's recruitment and outreach activities
- Use a schedule to regularly assess any mental and physical qualifications to ensure they are job-related and consistent with business necessity
- Regularly assess the Company's personnel processes to ensure protected veterans have equal opportunity in employment

- Audit communications with vendors and subcontractors to ensure such communications reflect the Company's commitment to equal employment opportunity and affirmative action for protected veterans
- Audit communications with applicants and employees to ensure such communications reflect the Company's commitment to equal employment opportunity and affirmative action for protected veterans
- Audit job listings to ensure the postings reflect the Company's commitment to equal employment opportunity and affirmative action for protected veterans
- Audit personnel policies to ensure such policies reflect the Company's commitment to equal employment opportunity and affirmative action for protected veterans

Where the Affirmative Action Program is found to be deficient, the Company shall endeavor to undertake necessary action to improve the Program.

## **Data Collection Analysis**

### **41 C.F.R. 60-300.44(k)**

AECOM Technical Services Inc. documents computations or comparisons pertaining to applicants and hires on an annual basis and maintains the documentation for a period of three years.

## **Hiring Benchmarks**

### **41 C.F.R. 60-300.45**

AECOM Technical Services Inc. will establish a benchmark for hiring protected veterans. In establishing a hiring benchmark, the following principles apply:

- The purpose of establishing a hiring benchmark is to provide the Company with a quantifiable method by which it can measure its progress toward achieving equal employment opportunity for protected veterans.
- The hiring benchmark is not a quota that must be met, nor is it a ceiling that limits or restricts the employment of protected veterans.
- In all employment decisions, the Company makes selections in a nondiscriminatory manner. Hiring benchmarks do not provide a justification to extend a preference to any individual, select an individual, or adversely affect an individual's employment status, because of that individual's veteran status.
- Hiring benchmarks do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.
- Hiring benchmarks are not used to supersede merit selection principles, nor do they require the Company to hire a person who lacks qualifications to perform the job successfully or hire a less qualified person in preference to a more qualified one.
- A finding that the hiring benchmark has not been attained does not constitute a finding nor admission of discrimination.

AECOM Technical Services Inc. has established its benchmark in accordance with the national percentage of veterans in the civilian labor force as published on the OFCCP website. As of January 01, 2022, this benchmark percentage is 0 percent.

# **AFFIRMATIVE ACTION PROGRAM FOR INDIVIDUALS WITH DISABILITIES**

**AECOM Technical Services Inc.**

7650 W. Courtney Campbell Causeway, Tampa, FL

January 1, 2022 through December 31, 2022



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## Preface

AECOM Technical Services Inc., (also referred to as the Company), is committed to the concept and practice of equal opportunity and affirmative action. In preparing this Affirmative Action Program (AAP), we have been guided by Section 503 of the Rehabilitation Act of 1973 (as amended) (29 U.S.C. § 793) and its implementing regulations (41 C.F.R. Part 60-741) and the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission ("EEOC") (29 C.F.R. Part 1608). Nothing contained in this AAP or its supporting data should be construed as an admission by the Company, in whole or in part, that it has contravened any federal, state, or local employment practice laws, or to sanction the discriminatory treatment of any person.

While the Company firmly believes in dissemination of its affirmative action policies and equal employment opportunity practices and makes the non-data components of this AAP available for review to employees and applicants upon request, the AAP remains a proprietary document of the Company. Moreover, the data on which the Company has relied in preparing this AAP are confidential and sensitive, and the Company believes release of the data would subject the Company to commercial harm. Reports that require specific data, such as names of employees and salary information, are not an official part of this AAP. This information is on file at the Company as Documentation and Supporting Data for AAP Reports, and is available for review only as required by law.

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

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

As AECOM's Chairman and Chief Executive Officer, I am fully committed to the principles of equal employment opportunity and affirmative action. I have appointed AECOM's Employee Relations & Compliance Senior Director the responsible for supporting the successful implementation of the Company's Affirmative Action Plans (AAPs). AECOM's Employee Relations & Compliance Senior Director works with Affirmative Action Coordinators at various locations of the Company, with joint responsibility for implementation of the Company's affirmative action activities. AECOM's Employee Relations & Compliance Senior Director and Affirmative Action Coordinators have the full support of top management and the staff necessary to fully implement this Program. All managers and supervisors will take an active part in the Company's AAPs to ensure qualified employees and prospective employees are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, AECOM will solicit the cooperation and support of all employees for the Company's Equal Employment Opportunity and Affirmative Action Policy.

Our Affirmative Action Plans include an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. The

Affirmative Action Coordinator is responsible for periodically reviewing progress in the compliance and implementation of the policy of affirmative action. In accordance with public law, the Company's program of affirmative action for qualified individuals with disabilities and the program of affirmative action for protected veterans are available for inspection in the Human Resources Department, Monday through Friday, from 9:00 a.m. to 5:00 p.m. upon request.

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



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Troy Rudd

January 2022

## **Definitions**

### **41 C.F.R. 60-741.2**

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

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

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

"A QUALIFIED INDIVIDUAL" means an individual who satisfies the requisite skill, experience, education, and other job-related requirements for the particular position he/she holds or desires and who is capable of performing the essential functions of that position, with or without reasonable accommodation.

## **Responsibility for Implementation**

### **41 C.F.R. 60-741.44(i)**

AECOM Technical Services Inc. has assigned primary management responsibility and accountability for ensuring full compliance with the Affirmative Action Program to Virginia Napoli, the EEO Officer of the Company. The EEO Officer has the authority, resources, support of and access to top management necessary to ensure the effective implementation of the AAP. The identity of the EEO Officer appears on internal and external communications regarding the Company's equal employment opportunity and affirmative action policies.

The duties of the EEO Officer and designees include:

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



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

## **Request for Self-Identification**

### **41 C.F.R. 60-741.42**

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

- When an applicant applies or is considered for employment, the Company provides the applicant with an opportunity to voluntarily self-identify disability status. This opportunity is offered at the same time the Company invites the applicant to self-identify race, ethnicity, sex, and veteran status.
- Following an offer of employment but before an individual begins working, the Company provides an additional opportunity to voluntarily self-identify disability status.
- Recognizing an individual's status regarding disability may change over time and/or an employee may feel more comfortable disclosing an existing disability after being employed for a period of time, the Company also offers employees an opportunity to voluntarily self-identify their disability status at least once every five years. In addition, at least once during the five-year intervals between workplace surveys, the Company sends employees a written reminder they may voluntarily update their disability status.
- The Company invites applicants and employees to voluntarily self-identify as an individual with a disability using the language and form approved by the government for such purposes. The Company keeps all self-identification information confidential and maintains it in a data analysis file rather than in individual employee personnel or medical files.

## **Review of Personnel Processes**

### **41 C.F.R. 60-741.44(b)**

AECOM Technical Services Inc. periodically reviews its personnel procedures to determine whether they ensure the careful, thorough, and systematic consideration of the job qualifications of employees or applicants with known disabilities for jobs filled either by hiring or promotion and for educational or training opportunities.

Vacancies are advertised, and applications are accepted from any interested person. The Company's employment materials, including items such as its employment application, the careers section of its website, and job advertisements, will include a non-discrimination statement to further inform applicants of the Company's policy of equal employment opportunity. All non-executive positions lasting three days or more not expected to be filled from within will be referred to the appropriate state employment service delivery system. In addition, to ensure qualified individuals with disabilities are aware of job openings, the Company will send vacancy announcements to the employment sources listed in this Affirmative Action Program.

The disability of any otherwise qualified individual who applies for any vacancy, promotion, transfer, or training opportunity will not be a factor in employment decisions. The Company periodically reviews any physical and mental job qualifications to ensure they do not tend to screen out individuals with disabilities for reasons that are not job related or consistent with business necessity, or do not relate to ensuring the safe performance of the essential functions of the job. The Company reviews its personnel processes to ensure individuals with disabilities are not stereotyped in a manner that limits their access to jobs for which they are qualified. The Company also ensures applicants and employees with disabilities who meet job qualifications have equal access to its personnel processes, including those implemented through information and communication technologies, and provides necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes.

## **Review of Physical and Mental Job Requirements**

### **41 C.F.R. 60-741.44(c)**

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

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

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

## **Reasonable Accommodations**

### **41 C.F.R. 60-741.44(d)**

AECOM Technical Services Inc. has made and will continue to make reasonable accommodation to the known physical and mental limitations of otherwise qualified employees and job applicants unless such accommodation would impose an undue hardship.

If an individual has a disability, the Company encourages the individual to request reasonable accommodation to enable the individual to perform a job safely. Such accommodations may include special equipment, changes in the physical layout of the job, modification of job duties, or other reasonable accommodations. The Company will inform employees and applicants of the process for requesting reasonable accommodation.

Where an employee with a known disability is having significant difficulty performing job duties and the Company reasonably concludes that the performance issues may be related to a known disability, the Company may notify the employee of the performance problem and confidentially inquire whether the problem is related to the employee's disability. If the employee indicates that a disability is impacting performance, the Company will engage in confidential discussions with the employee about the performance problem and the need for reasonable accommodation.

## **Compensation**

### **41 C.F.R. 60-741.21(a)(9)**

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

## **Harassment**

### **41 C.F.R. 60-741.44(e)**

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

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

## **Training**

### **41 C.F.R. 60-741.44(j)**

AECOM Technical Services Inc. trains personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure the commitments in the Company's AAP are implemented.



## **Internal Dissemination of Policy**

### **41 C.F.R. 60-741.44(g)**

AECOM Technical Services Inc. recognizes that, however strong its outreach program, internal support from supervisory management and other employees is necessary to ensure maximum effectiveness of its AAP for individuals with disabilities. The Company may utilize the following procedures to enhance the internal implementation and dissemination of its Equal Employment Opportunity and Affirmative Action Statement of Policy, as appropriate:

- The Company's Equal Employment Opportunity and Affirmative Action Statement of Policy will be made available to applicants and employees. The policy includes a statement that employees and applicants are protected from coercion, intimidation, and interference or discrimination for filing a complaint or assisting in an investigation under the Rehabilitation Act of 1973, as amended.
- An invitation to participate in the Company's Affirmative Action Program by voluntarily self-identifying as an individual with a disability will be disseminated to all applicants, as well as to all employees once the Company has extended a job offer, but before beginning employment duties. In addition, in recognition that an individual's disability status may change and/or that employees may feel more comfortable disclosing an existing disability after a period of time in the Company, the Company will distribute the invitation to all current employees at least once every five years, with a reminder at least once between each five year period.
- The Company will publicize the policy in Company publications.
- The Company will hold meetings with executive, management and supervisory personnel to explain the Company's policy of affirmative action and to make clear the Chief Executive Officer's support for the policy.
- The Company will inform applicants and employees of its commitment to engage in affirmative action, including by discussing the policy in various employee and manager training sessions.
- When employees are featured in employee handbooks or similar publications, efforts will be made to include individuals with disabilities.
- Company publications will include articles on accomplishments of all employees, including individuals with disabilities.

If the Company has or becomes party to collective bargaining agreements, union officials will be informed the Company is bound by the terms of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment persons with disabilities, and the Company will not discriminate against individuals with physical or mental disabilities. For those sites that are not subject to a collective bargaining agreement, no notification of union officials is necessary.

## **Outreach, Positive Recruitment and External Dissemination of Policy**

### **41 C.F.R. 60-741.44(f)**

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

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

The Company will make the Equal Employment Opportunity Clause part of all covered subcontracts and purchase orders.

The Company will inform subcontractors, including subcontracting vendors and suppliers, of its Equal Employment Opportunity and Affirmative Action Statement of Policy, and request appropriate action on their part.

The Company will identify local organizations and/or community agencies known to specialize in placing and/or developing training programs for individuals with disabilities and send them notices of vacant positions. Examples of these outreach efforts may include contacting the following:

- State Vocational Rehabilitation Service agencies, mental health agencies, and/or developmental disabilities agencies near the facilities covered in this AAP
- Employment One-Stop Career Centers near the facilities covered in this AAP
- Department of Veterans Affairs offices close to the facilities covered in this AAP
- Entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as those provided through the Employer Assistance and Resource Network (EARN) near the facilities covered in this AAP
- Local Employment Network (EN) organizations listed in the Ticket to Work Employment Network Directory near the facilities covered in this AAP
- Local disability groups, organizations or Centers for Independent Living near the facilities covered in this AAP
- Placement or career offices of educational institutions specializing in the placement of individuals with disabilities

- Private recruitment sources, such as professional organizations or employment placement services specializing in the placement of individuals with disabilities

Recruitment efforts at educational institutions may incorporate special efforts to reach students who are individuals with disabilities.

Efforts will be made to have employees with disabilities serve as company representatives during career days, job fairs, and related recruitment efforts.

Advertisements or solicitations for prospective employees will indicate the Company is an equal opportunity employer.

## **Assessment of Outreach and Recruitment Efforts**

### **41 C.F.R. 60-741.44(f)(3)**

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

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

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

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

## **Audit and Reporting Systems**

### **41 C.F.R. 60-741.44(h)**

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

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

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

To measure the effectiveness of the AAP, the Company may take the following actions:

- Audit the Company's voluntary self-identification process to monitor the number of individuals with disabilities who choose to self-identify and evaluate whether changes could be made to the self-identification process to encourage greater voluntary self-identification by individuals with disabilities
- Monitor records of applicant flow, referrals, placements, training, transfers, promotions, terminations, and compensation decisions to evaluate the degree to which equal employment opportunity and organizational objectives are being obtained
- Report on the organization's progress towards equal employment opportunity and any identified problem areas so appropriate steps can be taken to resolve any issues
- Examine the Company's utilization of individuals with disabilities and develop action-orientated programs to address any areas of underutilization
- Review available data computations and analyses regarding applicants and hires
- Review the effectiveness of the Company's recruitment and outreach activities
- Regularly assess the Company's personnel processes to ensure individuals with disabilities have equal opportunity in employment
- Use a schedule to regularly assess any mental and physical qualifications to ensure they are job-related and consistent with business necessity

- Audit communications with vendors and subcontractors to ensure such communications reflect the Company's commitment to equal employment opportunity and affirmative action for individuals with disabilities
- Audit communications with applicants and employees to ensure such communications reflect the Company's commitment to equal employment opportunity and affirmative action for individuals with disabilities
- Audit job listings to ensure the postings reflect the Company's commitment to equal employment opportunity and affirmative action for individuals with disabilities
- Audit personnel policies to ensure such policies reflect the Company's commitment to equal employment opportunity and affirmative action for individuals with disabilities

Where the Affirmative Action Program is found to be deficient, the Company shall endeavor to undertake necessary action to improve the Program.

## **Data Collection Analysis**

### **41 C.F.R. 60-741.44(k)**

AECOM Technical Services Inc. documents computations or comparisons pertaining to applicants and hires on an annual basis and maintains the documentation for a period of three years.

## **Utilization Analysis**

### **41 C.F.R. 60-741.45**

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

- The purpose of the utilization goal established by the OFCCP is to provide a benchmark against which the Company may measure the representation of individuals with disabilities in its workforce.
- The utilization goal serves as an equal employment opportunity objective that should be attainable by the affirmative action measures included in this Affirmative Action Program. The utilization goal is not a quota that must be met, nor is it to be considered as a ceiling that limits or restricts the employment of individuals with disabilities.
- In all employment decisions, the Company makes selections in a nondiscriminatory manner. Utilization goals do not provide a justification to extend a preference to any individual, select an individual, or adversely affect an individual's employment status, because of that individual's disability status.
- Utilization goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.
- Utilization goals are not used to supersede merit selection principles, nor do these utilization goals require the Company to hire a person who lacks qualifications to perform the job successfully or hire a less qualified person in preference to a more qualified one.
- A finding that the utilization goal has not been attained in the workforce does not constitute a finding nor admission of discrimination.



## **Identification of Problem Areas**

### **41 C.F.R. 60-741.45(e)**

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

- Sources which have provided limited qualified candidates will be reviewed, and the EEO Officer will identify actions which may increase the number of qualified applicants received.
- The EEO Officer will review positions or job groups that require specialized skill sets or physical requirements.
- The Affirmative Action Program monitoring reports will be reviewed.
- The EEO Officer will review the Company's personnel processes to ensure the careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities and that no barriers to equal employment opportunities exist.

Based on this analysis, we have developed and will execute the action-oriented programs described in this AAP.

## **Development and Execution of Action-Oriented Programs**

### **41 C.F.R. 60-741.45(f)**

To demonstrate good faith efforts to expand employment opportunities for individuals with disabilities and to produce measurable results, AECOM Technical Services Inc. developed and executed the following action-oriented programs, as appropriate:

- The Company will continue to analyze all job requirements to ensure any physical or mental requirements are job related and consistent with business necessity.
- The Company will carefully evaluate the total selection process to ensure it is free from discrimination.
- Company employees will be trained on the Company's non-discrimination and anti-harassment policies.
- The Company will evaluate its techniques for improving recruitment and increasing the flow of qualified applicants with disabilities and identify alternative or additional outreach and recruitment efforts to increase recruitment of individuals with disabilities, as further described in the evaluation of the effectiveness of the Company's outreach efforts.
- The Company will review its programs and procedures to ensure employees with disabilities are given equal opportunities for promotion. The Company will continue to make opportunities for advancement widely known through the Company's internal posting process which encourages all employees, including employees with disabilities, to apply for any open position for which they are qualified with or without reasonable accommodation.
- The Company will review its termination procedures to ensure they are applied consistently, and termination decisions are not made for unlawful reasons.
- The Company will assess its personnel processes to ensure no barriers to employment exist. The Company's review will be documented in this AAP.
- The Company will review the results of its affirmative action audit and take steps to review or enhance practices that might affect the success of the Affirmative Action Program. The audit and reporting system will be documented in this AAP.

# Exhibits

## Reasonable Accommodations

### 1. Americans with Disabilities Act

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

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

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

1. An individual may request an accommodation in order to perform the essential functions of a job he or she holds or desires by contacting Human Resources and providing sufficient information concerning the nature of the disability and corresponding limitations on his or her ability to perform the essential functions of the position. The accommodation request can be written or verbal and can be made by the individual or by someone else on the individual’s behalf. The accommodation request should specify the accommodation the individual desires to perform the job. Upon receipt of such request for an accommodation, AECOM will evaluate the request and determine whether the requested accommodation is reasonable and will not create an undue hardship for the Company. AECOM may propose an alternative accommodation.
2. In determining whether the requested accommodation or some other reasonable accommodation is appropriate, AECOM will engage in an interactive process with the individual requesting the accommodation. We also will engage in the interactive process with an applicant or employee when AECOM has sufficient information to reasonably believe that the applicant or employee: (a) has a disability, and (b) requires an accommodation. If AECOM concludes a reasonable accommodation can be made, the Company will offer this accommodation to the individual.
3. In evaluating the nature of a disability and whether a reasonable accommodation is available, AECOM may request and rely on information provided by the individual’s health care providers. We may also request information from third parties that possess information or experience relevant to the requested accommodation. All medical information that AECOM obtains about an individual shall be treated as confidential in accordance with the ADAAA, HIPAA and related federal, state and local laws. Individuals requesting an accommodation are expected to fully cooperate in the accommodation process and the interactive dialogue. The duty to cooperate includes making every effort to provide health care provider information regarding the need for, and type of, accommodation. Individuals who do not cooperate in the accommodation process will waive the right to accommodation.
4. In cases where providing or extending a leave constitutes a reasonable accommodation, the terms and conditions of that leave will be in accordance with the ADA and/or, if applicable, the FMLA (or state law equivalent leave law).

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

## 2. Religious Accommodation

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

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

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

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

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## Career Opportunity/Development with AECOM (www.aecom.com)

The screenshot displays the AECOM Jobs website. At the top, there's a navigation bar with links: ABOUT US, OUR WORK, INSIGHTS, CAREERS, NEWS, INVESTORS, and LOCATIONS. Below this is a search bar with the text "Search for open positions and APPLY:". The search bar includes fields for "Job Title, Keywords" and "City, State, Country, Zip Code", along with buttons for "Search", "Search by Map", "View all Jobs", and "Sign In".

A "Coronavirus update" banner states: "Protecting the health and safety of our communities is our highest priority. We are recruiting for projects to help governments and agencies respond to the pandemic in addition to our existing work. We are monitoring the evolving situation and implementing processes that promote candidate and employee safety."

The main heading is "AECOM Careers" with the tagline "Work with us. Change the world." and a sub-headline "We believe infrastructure has the power to uplift communities and improve people's lives."

Below the heading, there's a "Jobs" section. On the left, there are links: "Sign in", "Don't see what you're looking for? CONNECT with us:", "Join our Talent Network", "Follow us on LinkedIn", and "If you have a disability or special need that requires accommodation to complete the application process, more information is available here: Accessibility/Reasonable Accommodations".

On the right, there's a list of job openings, each with a title, location, job category, business line, and a link to view the job:

- Project Manager**  
Suzhou, China  
Job Category: 土木工程  
Business Line: PCC
- Project Electrical Engineer**  
Shanghai, China  
Job Category: 建筑工程  
Business Line: Building Engineering
- Project Manager, PMO & CI**  
Bucharest, Romania  
Job Category: Program and Project Management  
Business Line: Corporate  
Single job with flexible work locations
- Principal Engineer - Power Generation (Renewables)**  
Melbourne, Australia  
Job Category: Engineering  
Business Line: Energy
- HVAC Engineer**  
Shanghai, China  
Job Category: 建筑工程  
Business Line: Building Engineering
- Senior Civil Engineer**  
Wellington, New Zealand  
Job Category: Engineering - Civil  
Business Line: Transportation
- Assistant Electrical Engineer**  
Shanghai, China  
Job Category: 建筑工程  
Business Line: Building Engineering
- Principal Engineer - Power Generation (Renewables)**  
Adelaide, Australia  
Job Category: Engineering  
Business Line: Energy  
Single job with flexible work locations
- Senior Road Designer**  
Sydney, Australia  
Job Category: Designer / Drafting / CADD / CAD  
Business Line: Water
- Professional / Senior Civil Design Engineer - Water Infrastructure**  
Melbourne, Australia  
Job Category: Engineering - Water - Wastewater  
Business Line: Water
- Senior Revit modeller**  
Sydney, Australia  
Job Category: Designer / Drafting / CADD / CAD  
Business Line: Water
- Civil Engineering Intern**  
Florence, South Carolina  
Job Category: Engineering - Civil  
Business Line: B&P - Buildings & Places  
Single job with flexible work locations
- Project Director, Climate Advisory (Climate Policy & Economics)**  
Los Angeles, California  
Job Category: Economics  
Business Line: B&P - Buildings & Places  
Single job with flexible work locations
- Mid-Level Site Survey Technician**  
Aeron, Ohio  
Job Category: Engineering - Surveying  
Business Line: Transportation



## Career Development

Reflect. Explore. Take Action.

### Take charge of your career

This toolkit helps you assess your competitive advantage, explore interests to help you make the most of AECOM's global opportunities and grow your presence in our professional marketplace. Click through our **Reflect, Explore, Take Action** resources to learn more. Reach out! Your manager is your best resource for supporting you every step of the way to help you reach your full potential.

[Introduction](#)[Reflect](#)[Explore](#)[Take Action](#)

### Career Development Introduction

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

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

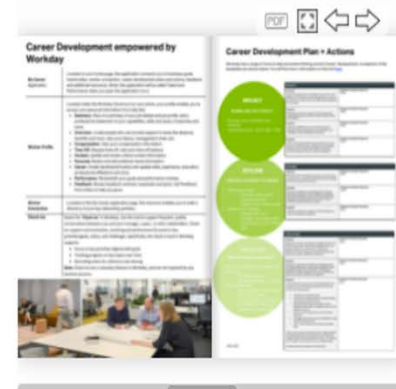
### Employee's Guide - Career Development Planning Overview



### Manager's Guide- Having Better Career Conversations



### Digital Experience Resource Guide











## Human Resources

[Human Resources Home](#)[AECOM University](#)

## Benefits

[Career Development](#)[Compensation](#)[Employee Engagement](#)[Equity, Diversity & Inclusion](#)

## Global Mobility – International Assignments

[Human Resources APAC](#)[Human Resources Construction Management](#)[Human Resources Corporate](#)[Human Resources CS-EOM](#)[Human Resources DCS Americas](#)[Human Resources Europe & India](#)[Human Resources Middle East](#)[Human Resources Africa](#)[Performance + Rewards](#)[Talent Acquisition](#)

## Global Equity, Diversity &amp; Inclusion

Equity, Diversity & Inclusion (ED&I) is central to AECOM's vision:  
*A world where infrastructure creates opportunity for everyone.*



We are stronger, smarter and better because of our differences. Drawing from a wealth of diverse backgrounds and experiences unlocks innovation across our company and better enables us to understand our clients and each other.

We are committed to ensuring the voices of our people are included, heard and respected, and that AECOM is a safe place where our diverse talent thrives with equitable opportunities to grow and make lasting impacts in the communities in which we live and work. This is achieved by raising awareness, taking action and making a difference in the following focus areas:

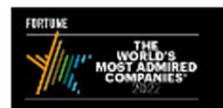
<b>PEOPLE</b>	<b>We attract, retain and develop talent from different backgrounds, worldviews and ways of thinking</b> by recruiting and retaining women, veterans, and talent from diverse races, ethnicities, identities and abilities, and advancing ED&I-focused learning and development opportunities.
<b>CULTURE</b>	<b>We create inclusive, engaging and respectful work environments</b> by defining and designing a more welcoming culture, engaging employee groups to drive change, and ensuring company policies, procedures and practices collectively uphold ED&I.
<b>CAPABILITY</b>	<b>We deliver solutions that prioritize the social impact of equity, diversity and inclusion</b> by ensuring our project teams reflect the diversity of the clients and communities we serve and including ED&I considerations into the projects we pursue and deliver.
<b>MARKET</b>	<b>We leverage the diversity of our people to enrich communities and lead our industry</b> by supporting NGOs through leadership, services, volunteerism and philanthropy, and engaging business partnerships that are varied and represent a range of people.

## AECOM Pledge

The AECOM Pledge outlines our commitment to advance equity, diversity, and inclusion (ED&I). Please leverage this pledge with external audiences, such as industry organizations, community groups, and clients that request support for various causes and issues. Click here for information related to sponsorship and charitable contribution requests.

[AECOM Pledge](#)

## Awards



## Employee Resource Groups

Sign up for one of our Employee Resource Groups (ERGs). Each ERG is open to all employees across the organization.

## Get Involved!

Please click here to share your stories of programs, initiatives or individual actions across the globe.

## Related Links

[Global Steering Committee](#)[Americas ED&I](#)[Asia ED&I](#)[ANZ ED&I](#)[Europe & India ED&I](#)[Middle East & Africa ED&I](#)

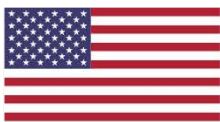
## Resources

[Global ED&I Strategy](#)[Pronouns Guidance](#)[ED&I Brand Quick Guide](#)[Guide to Create an Employee Resource Group](#)[Employee Resource Groups Playbook](#)[International Women's Day](#)[ED&I Learning Plan on AECOM University](#)[Manager Resources page](#)[Join a Yammer group](#)

## Key Contacts



Each of us is personally responsible for ensuring that we and our colleagues perform our work with integrity and in compliance with applicable law. If you have an honest and sincere belief regarding any unethical activity such as fraud or any other wrongdoing or impropriety, please contact your supervisor, AECOM human resources or in-house counsel, or the AECOM Ethics Hotline.



**1-888-####-####**  
**aecom ethics website**

**QR CODE**

AECOM's Ethics Hotline –operated by NAVEX Global on our behalf – is available 24/7 in several languages for you to ask questions or report honest and sincere concerns. Calls to AECOM's Ethics Hotline may be made anonymously where permitted by applicable law. Your concerns will be documented and confidentially forwarded to our Ethics & Compliance team for handling.

AECOM takes its responsibility as an ethical company seriously and does not tolerate acts of retaliation against anyone who makes an honest and sincere report of a possible violation of law or of AECOM's Code of Conduct or policies.

# **EXHIBITS**

**AECOM Technical Services Inc.**

7650 W. Courtney Campbell Causeway, Tampa, FL

January 1, 2022 through December 31, 2022

## Complaint Procedure and Reporting Harassment

All employees are responsible for maintaining a workplace free of harassment, discrimination and any other type of offensive or intimidating conduct. Any employee who believes he or she is being harassed, has witnessed harassment or has been discriminated against in any way must report by informing a supervisor, another Company manager or a Human Resources representative immediately. For additional information regarding how to make a report, please see the [Making a Report](#) section for more information.

Any manager or supervisor who is made aware of, knows of or witnesses a potential violation of this policy has an added responsibility to act and must notify Human Resources immediately.

AECOM will promptly, thoroughly and impartially investigate all reports of harassment and discrimination. The investigation will be handled as confidentially as possible, but AECOM cannot guarantee complete confidentiality. All employees have a duty to cooperate in any such investigation. Following an investigation, AECOM will take action where warranted.

Violators of this Harassment-Free Workplace policy will be subject to disciplinary action, up to and including termination of employment. No one will be subject to, and AECOM strictly prohibits, any form of discipline, reprisal, intimidation or retaliation for providing good faith reports or complaints regarding incidents of harassment of any kind, pursuing any harassment claim or cooperating in related investigations.

## Making a Report

At AECOM, all employees are encouraged to raise questions and come forward with concerns. Doing so reinforces AECOM's commitment to act ethically in every business decision we make and in the way we interact with our employees. Early detection also allows AECOM to address concerns before they become widespread problems and to take corrective action if necessary. Above all, AECOM is committed to maintaining a culture where each of us feels comfortable asking questions, speaking up and working toward solutions.

Employees who suspect a violation of law, rule, regulation or any provision of this Handbook or of any other AECOM policy should make a report via email, an online reporting tool, phone, letter or in person to any of the following:

- the Human Resources department,
- an immediate supervisor or any AECOM manager with whom the employee feels comfortable or
- an AECOM in-house counsel or member of the Ethics and Compliance team

Employees can also contact the AECOM Ethics Hotline by visiting [aecom.ethicspoint.com](http://aecom.ethicspoint.com) or calling 1-888-299-9602 (within the U.S. and Canada). The toll-free number is staffed by a third-party company operating 24 hours a day,

**Ethical behavior is essential to everything we do at AECOM, and AECOM is committed to treating employees fairly. Teamwork, mutual respect and trust, and open communication are the foundation of AECOM's culture.**

**It is important for employees to raise questions and come forward with concerns of suspected violations of law or AECOM policies. It is also important for employees to know they will not be retaliated against for raising a concern or participating in an investigation.**

# **WORKFORCE DISTRIBUTION MATRIX**

## **SELF-ANALYSIS AND GOALS**

**AECOM Technical Services Inc.**

7650 W. Courtney Campbell Causeway, Tampa, FL

AECOM Technical Services, Inc. (North America Locations)

Job Categories	TOTAL		MALE							FEMALE						
	Male	Female	White	Black or African American	Hispanic or Latino	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	White	Black or African American	Hispanic or Latino	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races
Executive/Senior Level Officials and Managers	89	23	81	1	0	1	6	0	0	19	2	0	0	2	0	0
First/Mid Level Officials and Managers	2976	915	2483	92	151	2	217	8	23	699	59	56	2	87	3	9
Professionals	6132	3390	4504	240	482	17	777	14	98	2306	208	309	14	461	11	81
Technicians	1075	206	786	77	110	10	68	7	17	148	13	22	4	13	0	6
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	170	480	75	52	34	1	4	2	2	248	116	69	1	26	6	14
Craft Workers	23	0	21	2	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	7	0	4	1	1	0	1	0	0	0	0	0	0	0	0	0
Laborers and Helpers	249	12	118	64	48	5	2	5	7	2	4	5	0	0	0	1
Service Workers	161	14	97	48	6	1	0	1	8	7	6	0	1	0	0	0
TOTAL	10882	5040	8169	577	832	37	1075	37	155	3429	408	461	22	589	20	111





FIRM NAME: AECOM Technical Services, Inc. (Tampa, FL Location)

JOB CATEGORY	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEMALE	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
Officials & Managers	39*	11	31	0	6	1	0	10	1	0	0	0
Professionals	141*	59*	100	4	16	20	0	36	4	12	5	0
Technicians	46	9	36	1	7	2	0	7	0	1	0	1
Administrative Support Workers	1	7	1	0	0	0	0	7	0	0	0	0
Office & Clerical	0	0	0	0	0	0	0	0	0	0	0	0
Craftsmen (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0
Total	227*	86*	168	5	29	23	0	60	5	13	5	1

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

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

**NOTE:** \* Please see the attached spreadsheet to see categories and classification of additional personnel.

AECOM Technical Services, Inc. (Tampa Location)

Job Categories	TOTAL		MALE							FEMALE						
	Male	Female	White	Black or African American	Hispanic or Latino	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	White	Black or African American	Hispanic or Latino	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races
Executive/Senior Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First/Mid Level Officials and Managers	39	11	31	0	6	0	1	0	1	10	1	0	0	0	0	0
Professionals	141	59	100	4	16	0	20	0	1	36	4	12	0	5	0	2
Technicians	46	9	36	1	7	0	2	0	0	7	0	1	1	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	1	7	1	0	0	0	0	0	0	7	0	0	0	0	0	0
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	227	86	168	5	29	0	23	0	2	60	5	13	1	5	0	2



# **COMPLAINT PROCEDURE AND REPORTING HARASSMENT**

**AECOM Technical Services Inc.**

7650 W. Courtney Campbell Causeway, Tampa, FL



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# **AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**AECOM Technical Services Inc.**

7650 W. Courtney Campbell Causeway, Tampa, FL

## Statement of Commitment from AECOM's Chief Executive Officer

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

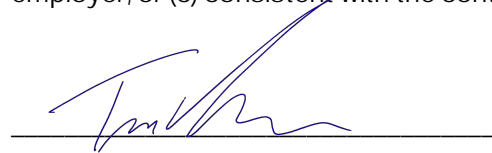
Employment decisions at the Company are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, promotion, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for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

As AECOM's Chairman and Chief Executive Officer, I am fully committed to the principles of equal employment opportunity and affirmative action. I have appointed AECOM's Employee Relations & Compliance Senior Director the responsible for supporting the successful implementation of the Company's Affirmative Action Plans (AAPs). AECOM's Employee Relations & Compliance Senior Director works with Affirmative Action Coordinators at various locations of the Company, with joint responsibility for implementation of the Company's affirmative action activities. AECOM's Employee Relations & Compliance Senior Director and Affirmative Action Coordinators have the full support of top management and the staff necessary to fully implement this Program. All managers and supervisors will take an active part in the Company's AAPs to ensure qualified employees and prospective employees are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, AECOM will solicit the cooperation and support of all employees for the Company's Equal Employment Opportunity and Affirmative Action Policy.

Our Affirmative Action Plans include an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. The Affirmative Action Coordinator is responsible for periodically reviewing progress in the compliance and implementation of the policy of affirmative action. In accordance with public law, the Company's program of affirmative

action for qualified individuals with disabilities and the program of affirmative action for protected veterans are available for inspection in the Human Resources Department, Monday through Friday, from 9:00 a.m. to 5:00 p.m. upon request.

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



Troy Rudd

January 2023

**EQUAL EMPLOYMENT OPPORTUNITY  
AFFIRMATIVE ACTION QUESTIONNAIRE**

**PROJECT: Hillsborough Transportation Planning Organization General Transportation Planning  
Consultant Services**

**FIRM'S CIVIL RIGHTS STATUS**

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

Please respond to the following:

1. Provide a copy of your organization's Affirmative Action Plan or Program. (If not submitted within the past twelve (12) months.) \*
2. Workforce Analysis by race/sex and EEO Category.
3. If organization receives federal/state/local funding, please list source and dollar amount.
4. Name of person designated as EEO representative.
5. Is the organization receptive to on-site reviews?
6. Does the organization have a procedure for resolving discrimination complaints?
7. Has your firm been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
8. Do you anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions.
9. Please provide a copy of the company's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer. (If not submitted within the past twelve (12) months).

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

## **SANCTIONS AND PENALTIES**

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Purchasing Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Purchasing Manual.
2. The Board of County Commissioners encourages each proposer/bidder to submit EEO documentation with the bid.
3. The Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.

**EXHIBIT “E”**

**FEDERAL TRANSIT ADMINISTRATION  
CIVIL RIGHTS ASSURANCE**



### **Nondiscrimination Statement**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

### **USDOT TITLE VI ASSURANCE Clauses A & E from DOT 1050.2A**

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

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement. The current specifications for DBE certifications may be found [here](#).
2. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit

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

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
7. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights

Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**EXHIBIT “F”**

**CONSULTANT CERTIFICATIONS AND AFFIDAVITS**

### CONSULTANT AFFIDAVIT

STATE OF Florida

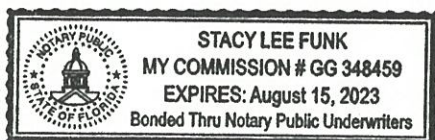
COUNTY OF Hillsborough

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

1. He is (Title) Vice President/Authorized Signatory of (Firm) AECOM Technical Services, Inc. with office in (City and State) Tampa, Florida.
2. *[If applicable]* The named firm is submitting the attached proposal for FDOT Work Program Item Number N/A, Project Number N/A, in District VII, Hillsborough County, Florida.
3. The affiant has made diligent inquiry and answers this affidavit based upon his own knowledge.
4. Only one proposal for the above-referenced project will be submitted, under the name or different name, and the proposer has no financial interest in the firm of another proposer for the same work.
5. Neither the affiant nor the firm has directly or indirectly entered in any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the firm's proposal on the above project. This statement shall restrict the discussion of pricing data until the completion of the execution of the Consultant Agreement for this project.
6. Neither the firm nor its affiliates, nor anyone associated with them is presently debarred, suspended or otherwise ineligible from participating in contract lettings by any state agency in any state or the FHWA
7. Neither the firm, nor any officer, DIRECTOR, employee of the firm or any of its affiliates has been criminally or civilly charged with antitrust violations, or had convictions or judgments resulting from such charges. There have been no charges or subsequent convictions or any criminal act under state or federal law which involved fraud, bribery, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Department and filed in Case No.(s) N/A with the Clerk of Agency Proceedings. *[If inapplicable, enter N/A]*.
8. This affidavit includes disclosure of employees who were charged or convicted of contract crimes while in the employ of another company.

M. Janet Everett  
Signature

Sworn to and subscribed before me this 10th day of April, 2023.



Stacy Lee Funk  
Notary  
My Commission Expires: August 15, 2023

NOTICE

Any evidence of collusion among participating proposers will preclude their recognition as proposers of such job and subjects them to penalties and restraints under applicable State and Federal Law.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the Hillsborough County Metropolitan Planning Organization, dba Hillsborough Transportation Planning Organization (TPO)

by M. Janet Everett, Vice President / Authorized Signatory  
(Print individual's name and title)

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

whose business address is 7650 West Courtney Campbell Causeway, Tampa, FL 33607-1462

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

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

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

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

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



5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, Director's, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

  
(Signature)  
04/10/2023  
(Date)

STATE OF Florida

COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority,



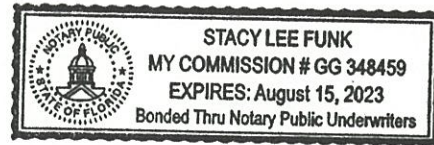
M. Janet Everett who, after first being sworn by me,  
(Name of individual signing)

affixed his/her signature in the space provided above on this 10th day of  
April, 2023.

Stacy Lee Funk

NOTARY PUBLIC

My commission expires: August 15, 2023



## TRUTH-IN NEGOTIATIONS CERTIFICATE

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

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

AECOM Technical Services, Inc.

Name of CONSULTANT

By:

M. Janet Everett  
Authorized Signature

Title:

Vice President / Authorized Signatory

Attest:

Stacy Lee Funk  
Secretary or Notary



If individual, furnish two witnesses:

\_\_\_\_\_  
Witness (1)

\_\_\_\_\_  
Witness (2)



AECOM Technical Services, Inc. 213.593.8100 tel  
300 South Grand Avenue 213.593.8730 fax  
9<sup>th</sup> Floor  
Los Angeles, CA 90071  
www.aecom.com

## SECRETARY'S CERTIFICATE

### **AECOM TECHNICAL SERVICES, INC. a California corporation**

I, Armond Tatevossian, DO HEREBY CERTIFY that I am a duly elected and acting Secretary of AECOM Technical Services, Inc., a corporation organized under the laws of the State of California ("ATS" or "Corporation"), and the keeper of its records and corporate seal.

I FURTHER CERTIFY that ATS's full legal address is c/o CT Corporation System, 818 West 7<sup>th</sup> Street, Los Angeles, CA 90017-0000 and that the Corporation's principal place of business is 300 South Grand Avenue, 9<sup>th</sup> Floor, Los Angeles, California 90071.

I FURTHER CERTIFY that pursuant to the Written Consent of the Board of Directors of ATS, adopted on February 16, 2023, and attached hereto as Exhibit A, Mary Janet Everett has signatory authority for ATS and is authorized to execute contracts and other documents on behalf of the Corporation.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Corporation, this 3<sup>rd</sup> day of March, 2023.

Armond Tatevossian  
Secretary



**UNANIMOUS ACTION OF THE BOARD OF DIRECTORS  
OF  
AECOM TECHNICAL SERVICES, INC.**

The undersigned, being all the members of the Board of Directors of AECOM TECHNICAL SERVICES, INC. (the "Corporation"), a California corporation, hereby take the following action:

**RESOLVED:** RESOLVED: That, "the following U.S. based persons are designated with authority by the Board of Directors to execute contracts and other legal documents on behalf of the Corporation within the boundaries of specific Regions and Business Lines as noted and effective as of the dates set forth below:"

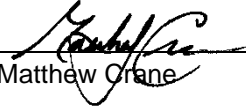
Effective February 16, 2023:

Last Name	First Name	Region	Business Line
Everett	Mary Janet	East	Transportation

**IN TESTIMONY WHEREOF**, all the Directors have hereunto set their hands this 16<sup>th</sup> day of February, 2023.




Allison Hall



Matthew Crane



Karl Jensen



Armond Tatevossian

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

Instructions for Certification:

1. By signing and submitting this certification with the proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the Department if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A

participant may decide the method and frequency by which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

Certification in Compliance with 49 CFR Section 29.510

State of Florida County of Hillsborough

I, M. Janet Everett, hereby attest and swear

that I am VP / Authorized Signatory of AECOM Technical Services, Inc.  
(Name) (Title) (Firm)  
Tampa and Hillsborough County and the named firm  
(City and County)

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

FDOT Work Program Item Number(s) *[if applicable]* N/A

State Project Number(s) 439336-4-14-01; 439336-4-14-02; 402255-1-14-22

Federal Air Project Number(s) 0059-060-M; 0059-060-M; 1001-2021-7

in Hillsborough County(ies), Florida.

I further hereby certify that:

- (1) I am either an officer, director, partner, key employee, or other person within the prospective primary participant with primary management or supervisory responsibilities;
- (2) To the best of my knowledge and belief, the prospective primary participant and its principals;
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause of default.
- (3) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall note the exception below and attach an application to this proposal.

Exceptions:

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

M. Janet Ewitt  
Affiant

Sworn to and subscribed before me this 10th day of April, 2023



Stacy Lee Funk  
Notary  
My commission expires: August 15, 2023





**Board of County Commissioners  
Economic Development Department  
Minority and Disadvantaged Business Development**

**Minority/Woman Business Certification**

Media Relations Group, LLC

HC-2991/20

Valid from June 2, 2022 - July 13, 2024

**Approved Lines of Business:**

Public Relations - Outreach/Engagement, Multilingual Media, Marketing, Graphics Services

A handwritten signature in black ink, appearing to read "Theresa Kempa".

Theresa Kempa  
Minority and Disadvantaged Business Manager  
Economic Development Department



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

September 20, 2011

HIREN M PATEL  
PATEL GREENE AND ASSOCIATES P L L C  
3592 28TH AVENUE NORTH  
ST PETERSBURG FL 33713

ANNIVERSARY DATE - Annually on September 20

Dear Mr. Patel:

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

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

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

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

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

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



be deemed a failure, on your part, to cooperate, and will result in immediate action to remove DBE certification.

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

**NAICS**

54133 -Engineering Services  
54134 -Drafting Services  
54162 -Environmental Consulting Services  
54169 -Other Scientific and Technical Consulting Services  
56291 -Remediation Services

**FDOT Specialty Codes**

941 -Civil Engineering Services  
947 -Cadd Services  
949 -Traffic Data Services  
950 -Environmental Consulting Services  
954 -Mitigation Services

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

Sincerely,



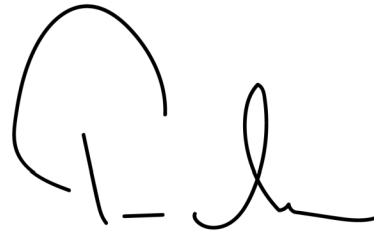
Victoria Smith  
DBE Certification Manager

# State of Florida

## Minority Business Certification

Patel, Greene, and Associates, LLC

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
03/28/2023 to 03/28/2025



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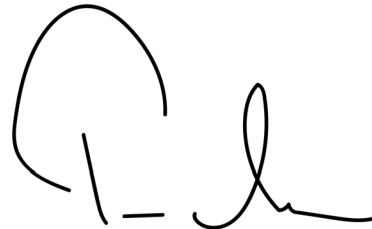
J. Todd Inman  
Florida Department of Management Services

# State of Florida

## Woman Business Certification

Urban Planning Innovations

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
July 27, 2022 to July 27, 2024



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J. Todd Inman  
Florida Department of Management Services

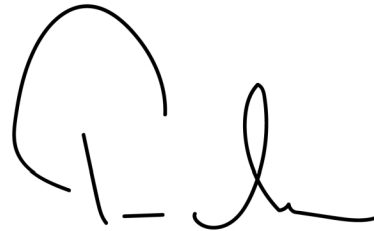
# State of Florida

## Woman Business Certification

Vrana Consulting, Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

02/17/2023 to 02/17/2025



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J. Todd Inman  
Florida Department of Management Services



## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

March 4, 2010

### **Certified Mail – Return Receipt Requested**

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

### **ANNIVERSARY DATE – Annually on 3/3**

Dear Ms. Vrana:

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

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

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

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

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



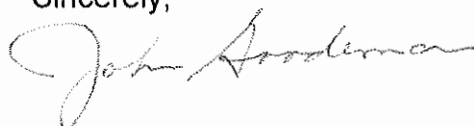
If, at any time, there is a material change, you **must advise this office, by sworn affidavit and supporting documents, within thirty [30] days.** Changes include, but are not limited to, ownership, officers, Directors, management, key personnel, scope of work performed, daily operations, on-going business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

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

<b><u>NAICS:</u></b>	<b><u>FDOT Specialty Code &amp; Description</u></b>
541990	300-Transportation Planning
541820	968-Public Relation Services

All other concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879

Sincerely,



John Goodman  
DBE, Certification Manager





GREATER ORLANDO  
AVIATION AUTHORITY



JACKSONVILLE  
TRANSPORTATION  
AUTHORITY

# *Florida Unified Certification Program*

## **Disadvantaged Business Enterprise (DBE)**

### **Certificate of Eligibility**

***WEY ENGINEERING PLLC***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

541330, 541350

Samuel Febres

***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***



**PLEASE NOTE: THOUGH DBE CERTIFICATION DOES NOT EXPIRE, TO KEEP DBE STATUS, YOU NEED TO FILE A NO CHANGE DECLARATION AND COMPLETE BUSINESS TAX RETURN FORMS YEARLY; ON THE ANNIVERSARY OF YOUR CERTIFICATION.**

**ANNIVERSARY DATE – Annually on 04/16**

The Florida Department of Transportation (Department) has certified,

**WEY ENGINEERING PLLC**

under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR).

**DBE Certification does not expire.** It is contingent upon the firm maintaining eligibility annually through this office. We will notify Owners of their responsibilities in advance of the anniversary date.

We have listed the firm in the Florida's DBE Certification Directory, found at the following link:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory> Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory. The Department makes available DBE Support Service Providers, offering managerial and technical assistance at no cost.

Contact us at (850) 414-4747 or via email [DBECert.Help@dot.state.fl.us](mailto:DBECert.Help@dot.state.fl.us) with your questions or concerns. Thank you.



Samuel Febres

Samuel Febres (Sammy)  
DBE & Small Business Development Manager  
Equal Opportunity Office

**EXHIBIT G**  
**CONSULTANT**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/27/2023

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).

<b>PRODUCER</b> 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-23-24 12 2025		<b>CONTACT NAME:</b> Michelle M. de la Cruz <b>PHONE (A/C, No, Ext):</b> 213-624-5132 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> michelle.m.delacruz@marsh.com	
<b>INSURED</b> AECOM AECOM Technical Services, Inc. 7650 W. Courtney Campbell Cswy. 7th Floor Tampa, FL 33607-1462		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ACE American Insurance Company <b>INSURER B:</b> N/A <b>INSURER C:</b> Illinois Union Insurance Co <b>INSURER D:</b> SEE ACORD 101 <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 22667 N/A 27960	

## COVERAGES

## CERTIFICATE NUMBER:

LOS-002671205-01

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		HDO G47334275	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H10735531	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	SEE ACORD 101	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 005 "CLAIMS MADE"	04/01/2023	04/01/2024	Per Claim/Agg \$ 1,000,000 Defense Included

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

RE: AECOM Project No: 041923252010. Client Ref No: Hillsborough County TPO GPC.Hillsborough County TPO General Transportation Planning Consultant.

Hillsborough County Transportation Planning Organization (TPO) is named as additional insured for GL coverage, but only as respects work performed by or on behalf of the named insured and where required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Hillsborough County Transportation  
Planning Organization (TPO)  
601 E. Kennedy Blvd., 18th Floor  
Tampa, FL 33602

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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AGENCY CUSTOMER ID: CN101348564

LOC #: Los Angeles

**ADDITIONAL REMARKS SCHEDULE**

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<b>AGENCY</b> Marsh Risk & Insurance Services		<b>NAMED INSURED</b> AECOM AECOM Technical Services, Inc. 7650 W. Courtney Campbell Cswy. 7th Floor Tampa, FL 33607-1462	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

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

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C50710129	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C50710014	ACE American Insurance Company - NAIC # 22867	MA
SCF C50710257	ACE Fire Underwriters Insurance Company - NAIC # 20702	WI Retro

## APPENDIX A

### Additional Federal, State and Local Information

#### EQUAL OPPORTUNITY STATEMENT:

The TPO in accordance with the provisions of Title VI of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation by minorities in any contract for consultant services. Disadvantaged business enterprises (DBE) will be afforded full opportunity to submit proposals in response to advertisements and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, family, or religious status in consideration for an award. The TPO has a DBE participation policy statement and participates in FDOT's statewide goal.

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DBE BID PACKAGE INFORMATION 275-030-11 EQUAL OPPORTUNITY OFFICE

##### DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

##### DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact [EOOHelp@dot.state.fl.us](mailto:EOOHelp@dot.state.fl.us).

**Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the attached Bidders Opportunity List form and submit to the MPO within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting.

## **DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chair in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

## **PROMPT PAYMENT**

The TPO will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

(A) Every contract let by the TPO for the performance of work shall contain a provision requiring the prime contractor, before receipt of any progress payment under the provisions of such contract, to certify that the prime contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the prime contractor for all work completed and materials furnished in the previous period, less any retainage withheld by the prime contractor pursuant to an agreement with a subcontractor, as approved by the TPO for payment. The TPO shall not make any such progress payment before receipt of such certification, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractors and suppliers.

(B) Every contract let by the TPO for the performance of work shall contain a provision requiring the prime Contractor, within 30 days of receipt of the final progress payment or any other payments received thereafter except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractors or suppliers within such 30-day period. Each invoice on a contract with DBE participation will be required to be submitted on our standard invoice format requiring DBE breakout and the above Prompt Payment statement attached to it.



## STATE of FLORIDA PUR 1000 GENERAL CONTRACT CONDITIONS

**43.Cooperative Purchasing:** The TPO participates in Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042, F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

### ADA508 GUIDELINES FOR CONSULTANTS

Plan Hillsborough is dedicated to providing accessible documents to the public and will be requiring all consultant deliverables to follow these accessibility guidelines:

- Title and Author Chart descriptions should include what they show and the general conclusions that should be drawn. Describing colors on charts and maps is not helpful for the visually impaired, so refrain from doing that.

The PDF document must have an appropriate title and author data. Subject and keyword data are helpful but optional. See [Adobe's help page on document properties](#) for further information on how to edit document properties.

#### Alternate Text

All images in the PDF document must either have alternate text applied or be marked as decorative. See [Adobe's help page on alternate text](#) for further information on how to add alternate text to images. Below are some examples of images and appropriate alt text:

- Photos need a general description of what you see.
- Chart descriptions should include what they show and the general conclusions that should be drawn. Describing colors on charts and maps is not helpful for the visually impaired, so refrain from doing that.
- Simple maps should explain purpose and location and any other relevant details.
- There is no way to make a detailed map like this one fully accessible, which is where our disclaimer comes in that states to call us for help. We would then explain the map over the phone.

#### Reading Order

All elements in the PDF document must be in the correct reading order, that is, the order in which assistive devices should read them. See [Adobe's help page on reading order](#) for further information on how to adjust element reading order. [This video](#) also highlights how to determine proper reading order and arrange PDF tags within the document to ensure the reading order is logical.

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