

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2015-284

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE CHIEF PROCUREMENT OFFICER TO AUTHORIZE CONTRACT NEGOTIATIONS WITH AECOM TECHNICAL SERVICES, INC., AS THE PROFESSIONAL SERVICES CONSULTANT TO CONDUCT A COMPREHENSIVE FIFTEEN YEAR COMMUNITY RECREATION MASTER PLAN PURSUANT TO FLORIDA STATUTE 287.055, KNOWN AS THE "CONSULTANTS COMPETITIVE NEGOTIATION ACT", AND REQUEST FOR QUALIFICATIONS (RFQ) 2015.09.24.

WHEREAS, on October 15, 2015, qualifications statements were submitted in response to the RFQ from AECOM Technical Services, Inc., GreenPlay, LLC and Sand County Studios; and

WHEREAS, on October 22, 2015, the Evaluation Committee met to evaluate the qualification statements, to hear presentations and to conduct interviews of firms who submitted qualification statements; and

WHEREAS, after the presentations and interviews, the Evaluation Committee scored and ranked the firms based on the criteria outlined in the RFQ; and

WHEREAS, the Committee unanimously ranked AECOM Technical Services, Inc., as the top-ranked firm, GreenPlay, LLC as the second-ranked firm and Sand County Studios as the third-ranked firm; and

WHEREAS, the Chief Procurement Officer recommends negotiations be authorized with the recommended firms in order of preference pursuant to Florida Statute 287.055 known as the "Consultants Competitive Negotiation Act", and Request for Qualifications (RFQ) 2015.09.24; and

WHEREAS, Section 2-650 of the Procurement Code authorizes the City Manager to delegate authority to the Chief Procurement Officer to administer and make recommendations on city contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Commission accepts the recommendation of the Chief Procurement Officer to authorize contract negotiations with AECOM Technical Services, Inc., as the professional services consultant to conduct a comprehensive fifteen year Community Recreation Master Plan pursuant to Florida Statute 287.055, known as the "Consultants Competitive Negotiation Act", and Request for Qualifications (RFQ) 2015.09.24.

SECTION 3. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TENTH DAY OF NOVEMBER, A.D., 2015.

(Moved: Quesada / Seconded: Keon)

(Yeas: Lago, Quesada, Slesnick, Keon, Cason)

(Unanimous: 5-0 Vote)

(Agenda Item: H-1)

APPROVED:



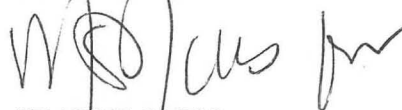
JIM CASON
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



CRAIG E. LEEN
CITY ATTORNEY

October 15, 2015

City of Coral Gables
Office of the Chief Procurement Officer
2800 SW 72nd Avenue
Miami, FL 33155

RE: RFQ 2015.09.24

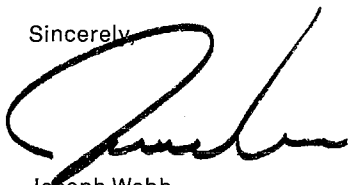
Dear Selection Committee Members:

AECOM Technical Services, Inc. (AECOM) is pleased to provide the following scope to the City of Coral Gables for completion of an update to the previous Parks and Recreation Master Plan. The approach outlined is based on our nation-wide experience in parks and recreation master planning inclusive of extensive public involvement. This approach is consistent with the approach outlined in the Request for Qualifications (RFQ) and the guidelines for park master plan requirements as outlined by the Commission for Accreditation of Parks and Recreation Agencies (CAPRA). Our master planning process is highlighted by the following:

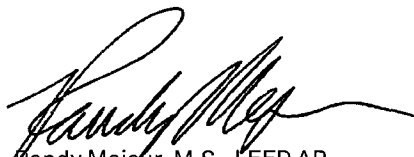
- **International reputation as a leading planning, design and engineering firm.** With approximately 100,000 employees operation in over 150 countries, AECOM has the global knowledge of similar work being done across the world to insure that the City of Coral Gables Parks and Recreation Master Plan is on the cutting edge of creative thinking.
- **Intimate Local Knowledge of the Coral Gables community.** With a primary office on Douglas Road, AECOM is recognized as one of the largest employers in the City with over 200 professionals living and working in the community, AECOM is intimately familiar with the unique character and deep heritage of the City.
- **A Proven Approach, Focused on Implementation.** The AECOM approach is focused on delivering clear and concise implementation recommendations at the end of the process. Our plans provide a detailed implementation strategy including a 15-year implementation plan, a 5-year strategic plan and one-year action plan that include recommendations for capital improvements, renovations, programs, policies and other initiatives that serve as a clear road map to the future for City staff.
- **National reputation as a leading Parks and Recreation System Planning expert.** Based on our work on over 80 similar projects throughout Florida and the United States, including the visionary Miami-Dade County Parks and Open Spaces System Master Plan, as well as for Arlington County, VA, City of Raleigh, NC, and Washington D.C., the AECOM parks planning team has a proven, tested planning methodology and process for successfully completing projects on time and on budget.
- **A Track Record of Collaboration with the City.** The AECOM team has a proven record of working in collaboration with the City. AECOM will provide high-quality services consistent with our efforts on the previous City projects.
- **Skilled, Experienced Multi-disciplinary Team to Meet the City's Needs.** Our team includes park planners, recreation planners, landscape architects, ecologists, and other professionals with experience in park planning, urban and park design, trail planning and design, management plans, environmental planning, and feasibility studies. Additionally, our team has access through our Coral Gables office and the greater AECOM network to provide seamless architectural and engineering services for specific facility based or programmatic needs identified by the City.
- **Nationally known subconsultants provide highly specialized skills to many of our common master plan projects.** These subconsultants include Ballard*King and Associates (recreation planning, operations and management); and ETC/Leisure Vision (public opinion survey).

The following proposal further articulates our company approach with the effectiveness and efficiency of such an important project. We look forward to the opportunity to discuss this information further and thank you for your time.

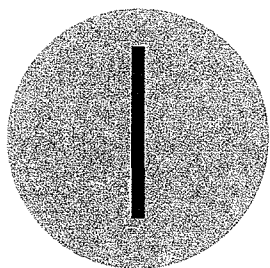
Sincerely,



Joseph Webb
Director of Park Planning
RLA #6666766
joe.webb@aecom.com



Randy Mejeur, M.S., LEED AP
Principal, Authorized Signatory
randy.mejeur@aecom.com





1. Title Page

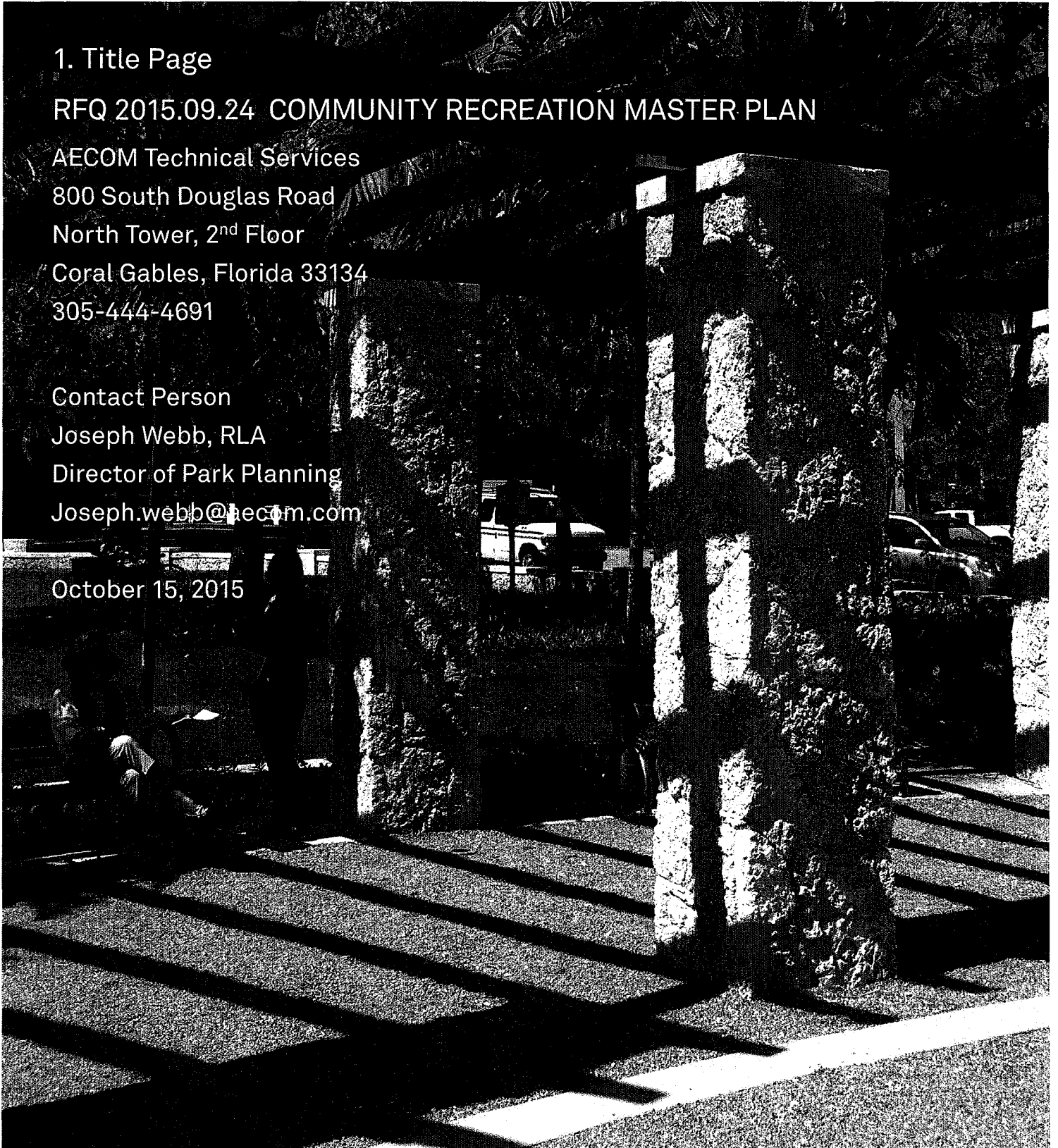
RFQ 2015.09.24 COMMUNITY RECREATION MASTER PLAN

AECOM Technical Services
800 South Douglas Road
North Tower, 2nd Floor
Coral Gables, Florida 33134
305-444-4691

Contact Person

Joseph Webb, RLA
Director of Park Planning
Joseph.webb@aecom.com

October 15, 2015



I

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II

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III

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QUALIFICATIONS SUBMITTAL REQUIREMENTS AND CHECK LIST

RFQ 2015.09.24

Please provide the **PAGE NUMBER** in the blanks provided as to where compliance information is located in your Qualifications Submittal for each of the **REQUIRED SUBMITTAL ITEMS** listed below.

THE STATEMENT OF QUALIFICATIONS SHOULD BE ORGANIZED AS INDICATED AND ADEQUATELY ADDRESS EACH CRITERIA. PLEASE PROVIDE THE PAGE NUMBER IN THE BLANKS PROVIDED WHERE COMPLIANCE INFORMATION IS LOCATED IN YOUR QUALIFICATION STATEMENT FOR EACH OF THE REQUIRED SUBMITTAL ITEMS LISTED BELOW:

Submittal - Section I:

- 1) **Title Page:** Show the RFQ number and subject, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- 2) Provide a **Table of Contents** in accordance with and in the same order as the respective "Sections" listed below. 5

Submittal - Section II: Firm Qualifications

- 1) Provide a complete company background and history, including, but not limited to: the number of years in business, credentials, licenses, number of employees, an organizational chart identifying key staff members, their level of responsibility, their job titles and how long they have been with the firm. (**Submit Standard Form 330, Architect-Engineer Qualifications**)
9
- 2) Clearly identify office locations for the following: 37
 - a. Office location providing primary project management
 - b. Corporate headquarters of the firm
 - c. Office location(s) for any anticipated sub-consultants
- 3) Provide a statement detailing Respondent's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. 38
- 4) Submit bank and trade references. Provide a Balance Sheet and Statement of Profit and Loss certified an independent Certified Public Accountant for the preceding two (2) calendar or fiscal years.. 39
- 5) Submit proof of the ability to obtain the required insurances with the limits specified herein.
40
- 6) Summarize proposal and firm's qualifications. Additionally, the firm may use this section to articulate why their firm is pursuing this work and how it is uniquely qualified to be awarded this solicitation. 43
- 7) Provide detailed information on five (5) of the Respondent's most recent and relevant projects similar to those described in the Specifications/Scope of Work including at least one Parks & Recreation Master Plan. Provide references for these same projects, including the following:
50

- a. Name, address, telephone number and E-mail of the owner
- b. Name, address, telephone number and E-mail of the owner's Project Manager
- c. Name, location and address of project
- d. Description of work
- e. Contract start and completion date
- f. Project dollar amount
- g. Detailed information on any additional services provided, including the reason, cost and description.
- h. Copies of each full report

Submittal - Section III: Staffing Plan

- 1) Provide resumes and relevant background information for the company's key personnel (including owner(s), project manager, supervisors, field representatives, field inspectors and other technical personnel), including experience with similar projects. 55
- 2) Provide the current and future workload of the assigned staff to indicate their availability to perform and successfully complete the project. 56
- 3) Provide a statement detailing the Respondent's expertise and experience in working with other disciplines, including coordination with other design professionals and consultants. 57
- 4) Provide qualifications, licenses and references for proposed key staff. 58

Submittal - Section IV: Project Control Experience

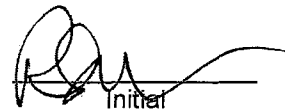
- 1) Provide a section indicating how the Respondent intends to positively and innovatively work with the community to move this project with multiple stakeholders from the conceptual stage into a clearly defined project that may be designed and constructed, to include public outreach plan 61
- 2) Provide specific examples of similar initiatives that the Respondent has successfully undertaken with other public entities completed on-time and within budget. 62
- 3) Describe Respondent's ability and experience with moving the project along while minimizing the impact on the community. 63
- 4) Describe Respondent's ability to successfully deliver similar projects that have significant community and business involvement 64
- 5) Describe respondent's willingness to work with other consultants designated by the City. 65

RESPONDENT IS TO INITIAL IN THE SPACES BELOW, ACKNOWLEDGING COMPLIANCE

Schedules A, B, C, D, E, F, G, H, and I have been filled out, signed and notarized, where required ✓

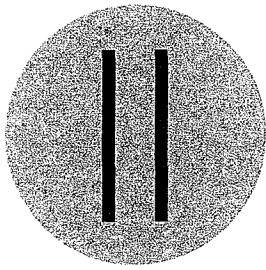
RFQ Submission Checklist has been filled out and included ✓

Failure to complete (include page numbers) and submit checklist and documents required hereunder may render your RFQ response non-responsive and constitute grounds for rejection.


Initial



Heritage Park in Sunny Isles Beach, FL



FIRM QUALIFICATIONS

II FIRM QUALIFICATIONS

1. COMPANY BACKGROUND

AECOM is a global professional services firm of almost 100,000 talented professionals providing integrated design, planning, engineering, environment and program management services to a broad range of markets. Formed from some of the world's leading consultancies, we are configured to address the complex challenges facing our clients as they embark on projects involving land, community or infrastructure. Our purpose is to enhance and sustain the world's built, natural and social environments.

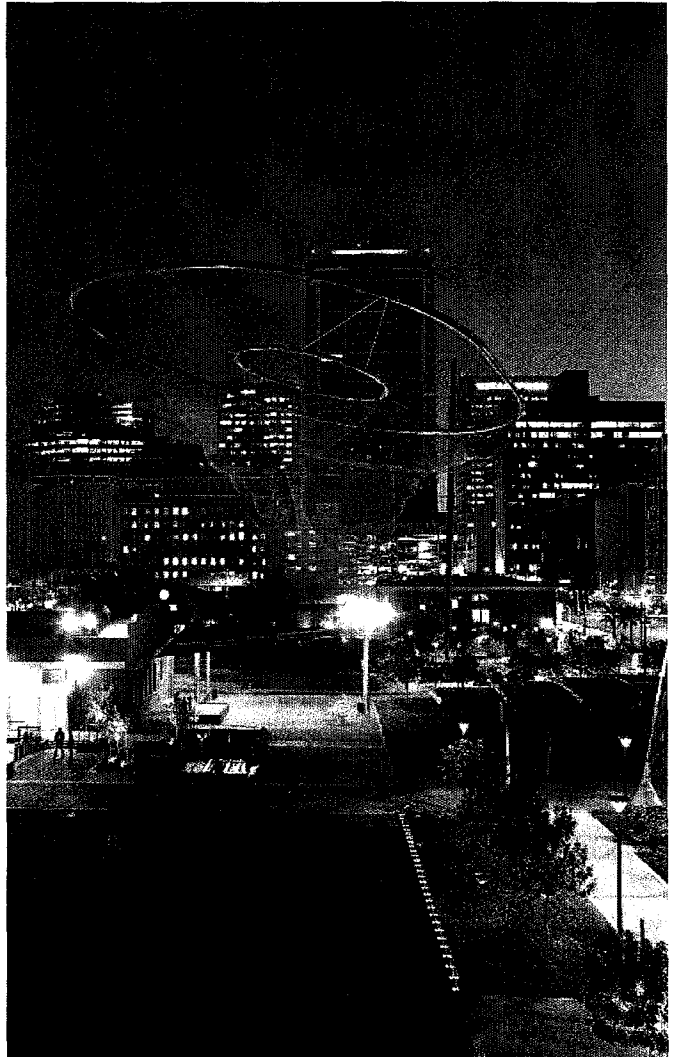
We blend global knowledge, local experience, technical excellence, innovation and creativity to offer our clients unparalleled possibilities to create, enhance and sustain the world's built, natural and social environments. Our project teams can address every layer of a site and every phase of its development through a collaborative, systemic approach. Our work bridges grey infrastructure and green infrastructure, land and buildings, economy and ecology, society and nature.

DESIGN + PLANNING

The Design + Planning practice at AECOM is dedicated to responsible and productive use of land. We help create, enhance, restore and maintain urban and natural environments. We work at all scales and in all contexts, from vernal pool to metropolis. Our collaborative approach integrates Landscape Architecture + Urban Design, Masterplanning, Environmental + Ecological Planning, and Strategic Planning.

AECOM's team members are also leading contributors to the Parks and Recreation profession through research, writing and lectures. Our Project Director, Joe Webb RLA and Project Manager, Nicholas Kuhn, RLA are active members of the National Recreation and Parks Association and presents and lectures throughout the country on various processes for park planning at such events as NRPA, FRPA and ASLA

Ballard*King is a nationally recognized parks programming and management firm. With over 75 combined years of facility management and planning experience in the public, collegiate, non-profit and private sector, B*K has completed over 500 projects in 48 states and has completed over 30 master plan studies that have included feasibility studies, operations analysis, maintenance costs estimates, revenue projections, staffing levels, budgeting, marketing plans and third party design review.



Phoenix's Civic Space Park

B*K has completed work for the Cities of Key Biscayne, Doral, Tamarac and Miami Beach.

ETC Institute/Leisure Vision is the leading national authority on Parks and Recreation surveys and benchmarking, working with AECOM for over 20 years. They have conducted over 600 Parks and Recreation Surveys, and maintain a data base of over 70,000 surveys and benchmarking comparisons. ETC has recently worked with AECOM on the largest municipal, park and recreation survey in the United State for Miami-Dade County. In addition, ETC is currently working with the Cities of Doral and Fort Lauderdale.

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Community Recreation Master Plan

2. DUE DATE

October 15, 2015

3. SOLICITATION OR PROJECT NUMBER

RFQ No. 2015.09.24

B. ARCHITECT – ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Joseph Webb, Project Director

5. NAME OF FIRM

AECOM Technical Services, Inc.

6. TELEPHONE NUMBER

305.447.3543

7. FAX NUMBER

305.447.3580

8. E-MAIL ADDRESS

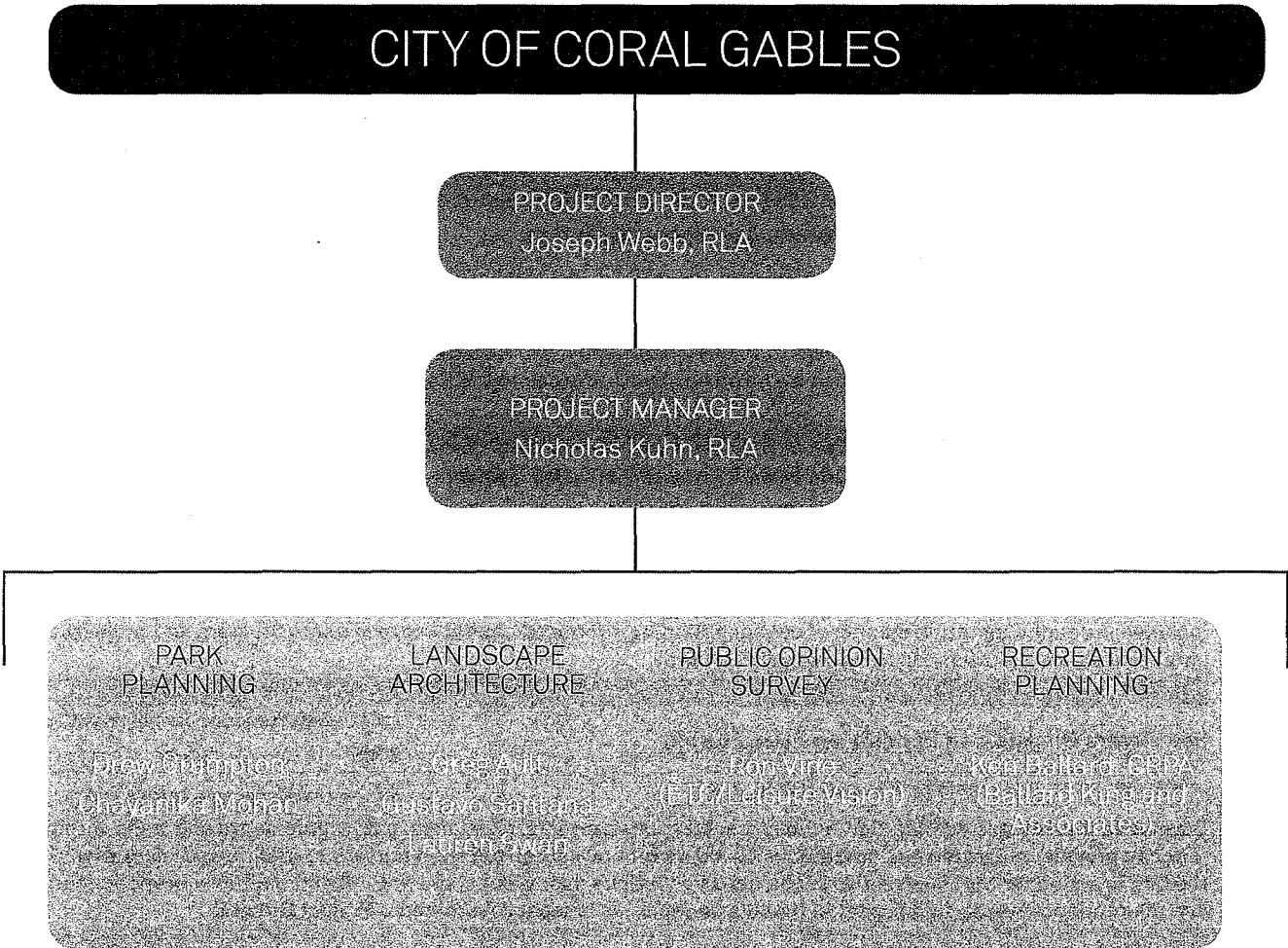
joseph.webb@aecom.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors)

	(Check)			9. Firm Name [✓] CHECK IF BRANCH OFFICE	10. Address	11. Role in this Contract
	PRIME	JOINT PARTNER	SUBCONTRACTOR			
a.	✓			AECOM Technical Services, Inc. [✓] CHECK IF BRANCH OFFICE	800 S Douglas Road North Tower, 2nd Floor Coral Gables, FL 33134	Prime Contractor
d.	✓			AECOM Technical Services, Inc. [✓] CHECK IF BRANCH OFFICE	701 Corporate Center Drive, Suite 475 Raleigh, NC 27607	Prime Contractor
e.			✓	Ballard King & Associates, Ltd. [] CHECK IF BRANCH OFFICE	2743 Ravenhill Circle Highlands Ranch, CO 80126	Subcontractor
f.			✓	ETC/Leisure Vision [] CHECK IF BRANCH OFFICE	725 W Frontier Lane Olathe, KS 66061	Subcontractor
g.						
h.						
i.						
j.				[] CHECK IF BRANCH OFFICE		

TEAM ORGANIZATIONAL CHART



STAFF INFORMATION

NAME, TITLE	LEVEL OF RESPONSIBILITY	FIRM TENURE	YEARS OF EXPERIENCE
Joe Webb, Project Director	High	1	30
Nicholas Kuhn, Project Manager	High	10	13
Greg Ault, Principal Landscape Designer	Medium	23	32
Drew Crompton, Park Planner	Medium	3	3
Chayanika Mohan, Park Planner	Low	2	2
Gustavo Santana, Senior Landscape Designer	Medium	12	15
Lauren Swan, Landscape Designer	Low	4	6
Ken Ballard, Recreation Planner	Medium	23	38
Ron Vine, Surveying/Polling	Medium	16	30

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Joseph Webb, RLA	Project Director	a. TOTAL 30	b. WITH CURRENT FIRM 1

15. NAME OF FIRM AND LOCATION (City and State)
AECOM Technical Services, Inc., Coral Gables, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
BS, Landscape Architecture	Registered Landscape Architect, Florida (#6666766)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Joe Webb is a Professional Landscape Architect with extensive, diverse experience in the planning, design and development of exterior environments. Joe has over thirty years of experience in both the public and private sectors. Joe has been involved in numerous park planning and design projects from detailed design to large scale systems planning with an emphasis on the integration of open space with transportation and urban form.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	Miami-Dade County Recreation Needs Assessment, Florida	2009	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Developed a unique and comprehensive needs assessment for the County that provided a statistically valid, detailed analysis of the community's needs down to the neighborhood level. Results have been used to develop a strategic programming and marketing campaign to provide tailored services to the County's diverse neighborhoods and communities. Project Director.		
b.	Fort Myers Parks and Open Spaces Needs Assessment and System Master Plan, Florida	2007	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Comprehensive evaluation of community needs through both quantitative evaluation, benchmarking and extensive public involvement as well as to provide a guiding document for the development of future facilities in the City. The report included order of magnitude opinion of cost and funding, proposed capital improvements program and projected recurring annual costs for operating facilities. Project Director.		
c.	Fort Myers Bicycle and Pedestrian Plan, Florida	2008	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Developed and integrated Plan that defined a system of sidewalks, bike lanes, paths, greenways and trails within the City that can provide integrated and continuous corridors for non-motorized transportation, wildlife and recreation throughout the City in a manner that is sensitive to the needs of various user groups, the natural and built environment, management and maintenance needs, and potential funding capabilities of local government. Project Director.		
d.	Ft. Lauderdale Parks and Recreation System Master Plan, Florida	Ongoing	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	The City-Wide Parks and Recreation System Master Plan is being prepared by AECOM to analyze the existing parks system, which reflects the City's heritage, and create a new vision for the City's future. Project Director.		
e.	Miami-Dade County Parks and Open Spaces System Master Plan, Florida	2009	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Developed a 50-year, unifying vision for a livable, sustainable, Miami-Dade County addressed five (5) major components: great parks, great public spaces, great natural and cultural places, great greenways, trails, and water trails, and great streets. Project Director.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Nicholas Kuhn, RLA	Task Manager - Parks and Recreational Facilities	13	10
15. NAME OF FIRM AND LOCATION (City and State)			
AECOM Technical Services, Inc., Raleigh, NC			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
BS, Landscape Architecture		Landscape Architect: NC #1703	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Nicholas Kuhn has over ten years of experience in providing landscape architecture and planning services for numerous public agencies nationwide. He specializes in landscape architecture design, public realm planning and livable streets, having worked with public agencies in creating livable and sustainable communities through the strategic planning and design of the public realm.			
19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	St. Petersburg Downtown Waterfront Master Plan, FL	PROFESSIONAL SERVICES 2015	CONSTRUCTION (If Applicable) n/a
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Park planner for this community discussion, technical investigation, and creative visioning for St. Petersburg's downtown waterfront community. Services included parks system master planning, waterside engineering, infrastructure planning, environmental science, urban design, livable transportation, business district activity planning, neighborhood planning, campus planning, economic development, and strategic implementation across a range of uses in typologies.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Miami-Dade County Park Planning Services, Miami-Dade County, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable) n/a
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Nick is the project manager for implementing the County's Open Space Master Plan that was planned and created with an eye to its impact on the neighborhood, city, county and region as a whole. AECOM currently provides park planning services through a Continuing Services Agreement with Miami-Dade County. Through this contract and previous versions, AECOM has provided approximately nine years of services including park masterplanning, feasibility studies, benefits analyses, design guidelines, transportation planning, economic analyses, ADA evaluations, and ecological planning.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Ft. Lauderdale Parks and Recreation System Master Plan, Florida	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable) n/a
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	The City-Wide Parks and Recreation System Master Plan is being prepared by AECOM to analyze the existing parks system, which reflects the City's heritage, and create a new vision for the City's future. Project Manager.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Haulover Park, Miami-Dade County, FL	PROFESSIONAL SERVICES 2012	CONSTRUCTION (If Applicable) n/a
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Project included the development of a park planning program plan for the 260+ acre heritage park for Miami-Dade County Park and Recreation Department. Final proposed improvements included the removal of over 30 acres of surface parking, returning land valued at over \$400 million to open space; pedestrian improvements to state route A1A (approved by FDOT). Stakeholder input was coordinated throughout the project process with a series of interviews and meetings. Specific project role includes project management and design for the \$81,600 project.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Miami-Dade County Trail Design Guidelines: Ludlam Trail Case Study	PROFESSIONAL SERVICES 2011	CONSTRUCTION (If Applicable) n/a
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Working jointly with Rails-to-Trails Conservancy and Miami-Dade County Park and Recreation Department, this project achieved two purposes: provide specific sound solutions to complex transportation and safety concerns for the development of the Ludlam Trail, and the development of shared-use trail guidelines that can be implemented throughout Miami-Dade County. The final report has been unanimously approved by multiple government committees and departments. Project specific roles included project manager, lead planning and graphic designer for this \$197,650 project.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Drew Crumpton	Park Planner	a. TOTAL	b. WITH CURRENT FIRM
		3	3

15. NAME OF FIRM AND LOCATION (City and State)
AECOM Technical Services, Inc., Raleigh, NC

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
---	--

Master, Landscape Architecture

BS, Parks, Recreation and Tourism Management

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Drew Crumpton is a landscape designer and park planner with AECOM, providing support for projects serving public agencies nationwide. He specializes in parks and recreation system master plans and graphic visualizations for transportation design projects. Drew has been involved in all phases of the planning and design process including project support, demographic analysis, graphic visualizations, and public involvement such as; workshops, focus groups, stakeholder meetings, and public presentations. Working on various master plans and transportation projects has provided Drew with an understanding of the value of thorough analysis, inclusive participation, clear and concise presentation, and collaborative team environments

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	Raleigh Parks, Recreation and Cultural Resources System Master Plan, North Carolina	2014	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Major components of the Plan will include Neighborhood Demographics Analysis; a Maintenance, Staffing and Programming Analysis; an access-based Level of Service Analysis (LOS); interviews with a cross section of the project stakeholders; a Mail/Telephone survey; an illustrative Vision; a Cost Estimate and Implementation Strategy. Specific project role included landscape designer and planner for the \$415,000 project.		
b.	City of Rocky Mount Parks and Recreation Master Plan, North Carolina	2013	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	The City of Rocky Mount selected AECOM to develop a new Parks and Recreation Master Plan in 2013. Currently in progress, the plan included an extensive analysis of the existing system, a comprehensive needs assessment including a significant public involvement component with focus groups, interviews stakeholder input and a public opinion survey, a long range vision, and a feasible implementation plan. Specific project role included landscape designer and planner for the \$110,000 project.		
c.	River of Grass Greenway Feasibility Study and Master Plan, Miami-Dade County to Collier County, Florida	Ongoing	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Funded by a Federal Transit Administration grant through the National Parks Service and Miami-Dade County, the River of Grass Greenway Feasibility Study and Master Plan includes a comprehensive evaluation of the social, environmental and economic impact of this potential 75 mile greenway. Unique in the nature that the greenway will, if found feasibility, connect four national parks, preserves and wildlife refuges and five state parks and preserves while traversing one of the most ecologically sensitive areas of the world. Project includes an extensive analysis of benefits and cost; multi-phased implementation plan; and over 25 community meetings and three weeks of on-site workshops. Specific project role included landscape designer for the \$846,000 project.		
d.	West Kendall District Park, Miami-Dade County, FL	2014	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Park planning program plan for a 164 acre park and sports complex as well as preparation of a market analysis study. Specific project role included planning and landscape design for the \$110,000 combined projects.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Chayanika Mohan	Park Planner	2	2
15. NAME OF FIRM AND LOCATION (City and State)			
AECOM Technical Services, Inc., Raleigh, NC			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
Master, Landscape Architecture MBA, Real Estate Bachelor of Architecture			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Chayanika Mohan is a landscape designer and park planner with AECOM, providing support for projects serving public agencies nationwide. She specializes in parks and recreation system master plans and design projects. Chayanika has been involved in all phases of the planning and design process including project support, demographic analysis, graphic visualizations, and public involvement such as; workshops, focus groups, stakeholder meetings, and public presentations.			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Raleigh Parks, Recreation and Cultural Resources System Master Plan, North Carolina	PROFESSIONAL SERVICES 2014	CONSTRUCTION (If Applicable) n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Major components of the Plan will include Neighborhood Demographics Analysis; a Maintenance, Staffing and Programming Analysis; an access-based Level of Service Analysis (LOS); interviews with a cross section of the project stakeholders; a Mail/Telephone survey; an illustrative Vision; a Cost Estimate and Implementation Strategy. Specific project role included landscape designer and planner for the \$415,000 project.		
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	City of Rocky Mount Parks and Recreation Master Plan, North Carolina	PROFESSIONAL SERVICES 2013	CONSTRUCTION (If Applicable) n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	The City of Rocky Mount selected AECOM to develop a new Parks and Recreation Master Plan in 2013. Currently in progress, the plan included an extensive analysis of the existing system, a comprehensive needs assessment including a significant public involvement component with focus groups, interviews stakeholder input and a public opinion survey, a long range vision, and a feasible implementation plan. Specific project role included landscape designer and planner for the \$110,000 project.		
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	River of Grass Greenway Feasibility Study and Master Plan, Miami-Dade County to Collier County, Florida	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable) n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Funded by a Federal Transit Administration grant through the National Parks Service and Miami-Dade County, the River of Grass Greenway Feasibility Study and Master Plan includes a comprehensive evaluation of the social, environmental and economic impact of this potential 75 mile greenway. Unique in the nature that the greenway will, if found feasibility, connect four national parks, preserves and wildlife refuges and five state parks and preserves while traversing one of the most ecologically sensitive areas of the world. Project includes an extensive analysis of benefits and cost; multi-phased implementation plan; and over 25 community meetings and three weeks of on-site workshops. Specific project role included landscape designer for the \$846,000 project.		
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Redland Fruit and Spice Park, Miami-Dade County, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable) n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Park planning program plan for the 40+ acre Miami-Dade County heritage park. Project included research of comparable international botanical and learning gardens and arboretums, business plan review, public involvement and presentations to an advisory group. Specific project role included park planning and design for the \$80,000 project.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Greg Ault	Principal Landscape Designer	a. TOTAL 32	b. WITH CURRENT FIRM 23

15. NAME OF FIRM AND LOCATION (City and State)
AECOM Technical Services, Inc., Coral Gables, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
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BS, Landscape Architecture

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Greg Ault's career encompasses 32 years of international experience as a senior planner, landscape architect, and project manager. His work with large-scale, complex, mixed-use urban projects has focused on the conceptual stages of retail, office and residential planning. Presentations include: "Transformative Landscapes in the Global Fabric," Keynote Speaker, Landscape Architecture National Student Workshop, 2012 and "Campus Planning Precedents - National and International Case Studies," Speaker, Florida International University, 2011. Awards include: APA Honor Award, NAS Patauxent River Vision Plan, 2011

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	Coral Pine Park Master Plan, Pinecrest, FL	2013	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge. Project visioning and overall 20 year master planning, landscape design and construction costing services for an important neighborhood park and tennis center in a residential neighborhood. The project includes the successful engagement of the surrounding neighbors and concerned residents to create a design partnership between the constituency, the Village and the design team.		
b.	Heritage Park and Parking Garage, Sunny Isles Beach, FL	2007	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge. Landscape, hardscape, and site planning design and construction administration services for a four-acre urban park with a public performance stage, playground, fountains, multi-use field, dog run, and a four-level parking garage.		
c.	Ingraham Park, Coral Gables, FL	2012	2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge. Landscape, hardscape, lighting, site planning design, public outreach, and construction administration services for a two-acre park with an outdoor exercise area, civic scale fountain and trellis to create a southern gateway to Coral Gables.		
d.	Beachwalk II, Miami Beach, FL	Ongoing	2014 (Phase I)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge. Landscape and hardscape design of a five-city block pedestrian corridor extension of the Atlantic Greenway Corridor in South Beach, extends North/South, behind the existing barrier dune system and provides integrated connections to the surrounding neighborhood and adjacent beach. Special consideration was given to existing dune and native plant material locations, as well as beach views from adjacent hotels and condominiums.		
e.	Altos Del Mar Park Master Plan, Miami Beach, FL	2014	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge. Master planning, stakeholder facilitation and project visioning for an oceanfront 2.5 acre park on 76th Street and Collins Avenue. This remnant open space in a City Historic District offers the City and Citizens a unique opportunity to create public focal point on one of the highest points in the Beach proper.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Gustavo Santana	Senior Landscape Designer	a. TOTAL 15	b. WITH CURRENT FIRM 12

15. NAME OF FIRM AND LOCATION (City and State)
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AECOM Technical Services, Inc., Coral Gables, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
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Master, Landscape Architecture

Bachelor of Design, Plannerural Studies

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Gustavo Santana is a motivated and resourceful designer and project manager who has been extensively involved in master planning, site and detail design, construction administration on a variety of large and small scale projects including commercial, residential, educational, riverwalk and streetscape design. He has worked closely in providing clients with community and campus master plans, utilizing a full range of planning and design resources to manage change and improve quality of life. Awards include: Award of Merit, ASLA Florida Chapter, 2005 (Madie Ives Elementary School Butterfly Garden)

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	Coral Pine Park Master Plan, Pinecrest, FL	2013	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Project Manager. Project visioning and overall 20 year master planning, landscape design and construction costing services for an important neighborhood park and tennis center in a residential neighborhood. The project includes the successful engagement of the surrounding neighbors and concerned residents to create a design partnership between the constituency, the Village and the design team.		
b.	Heritage Park and Parking Garage, Sunny Isles Beach, FL	2007	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Landscape Planner. Landscape, hardscape, and site planning design and construction administration services for a four-acre urban park with a public performance stage, playground, fountains, multi-use field, dog run, and a four-level parking garage.		
c.	Ingraham Park, Coral Gables, FL	2012	2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Landscape Planner. Landscape, hardscape, lighting, site planning design, public outreach, and construction administration services for a two-acre park with an outdoor exercise area, civic scale fountain and trellis to create a southern gateway to Coral Gables.		
d.	Beachwalk II, Miami Beach, FL	Ongoing	2014 (Phase I)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Project Manager. Landscape and hardscape design of a five-city block pedestrian corridor extension of the Atlantic Greenway Corridor in South Beach, extends North/South, behind the existing barrier dune system and provides integrated connections to the surrounding neighborhood and adjacent beach. Special consideration was given to existing dune and native plant material locations, as well as beach views from adjacent hotels and condominiums.		
e.	Altos Del Mar Park Master Plan, Miami Beach, FL	2014	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Project Manager. Master planning, stakeholder facilitation and project visioning for an oceanfront 2.5 acre park on 76th Street and Collins Avenue. This remnant open space in a City Historic District offers the City and Citizens a unique opportunity to create public focal point on one of the highest points in the Beach proper.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Lauren Swan	Landscape Designer	a. TOTAL	b. WITH CURRENT FIRM
		6	4

15. NAME OF FIRM AND LOCATION (City and State)
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AECOM Technical Services, Inc., Coral Gables, FL

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
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Master of Landscape Architecture
BA, Urban and Regional Planning

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Lauren Swan is an experienced landscape planner with a background in landscape architecture and urban planning. She has diverse experience in community design, master planning, streetscapes, site and detail design as well as project management for both public and private sector clients. As the landscape planner for the City of Pembroke Pines, she rewrote the landscape code, wrote several codes of ordinance resolutions, drafted comprehensive plan amendments for green initiatives as well as the creation gateway and open space plans. While with the City, Lauren also received a grant for implementation of her proposed streetscape design.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	City of Tamarac Park Master Plan, Florida	2015	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Landscape Planner. Parks, recreation and open space masterplan that identifies existing conditions, needs assessments, planning framework and recommendations based on input from city staff and civic engagement.		
b.	Altos Del Mar Park Master Plan, Miami Beach, FL	2014	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Landscape Planner. Master planning, stakeholder facilitation and project visioning for an oceanfront 2.5 acre park on 76th Street and Collins Avenue. This remnant open space in a City Historic District offers the City and Citizens a unique opportunity to create public focal point on one of the highest points in the Beach proper.		
c.	City of Coral Gables Alhambra Park, Florida	2015	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Landscape Planner, Deputy Project Manager. Landscape, hardscape, lighting, master planning, design, community workshops and construction services for a community park with proposed seating walls, inclusive play areas, civic scale trellis and seating area.		
d.	City of Coral Gables Maggiore Park, Florida	2015	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Landscape Planner, Deputy Project Manager. Landscape, hardscape, lighting, master planning, design, construction services and public outreach for a community park reminiscent of a Chinese Garden located in the city's Chinese Village.		
e.	City of Coral Gables Kingsbay Streetscape and Park, Florida	2016	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Landscape Planner, Deputy Project Manager. Landscape, hardscape, lighting, site planning design, public outreach, and construction administration services for a linear park and pedestrian plaza located along the water's edge.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ken Ballard	Recreation Planner	38	23

15. NAME OF FIRM AND LOCATION (City and State)
Ballard King and Associates, Highlands Ranch, CO

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
BS, Recreation	CPRP
BS, History	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
As a founding partner of Ballard*King & Associates, Ken has over 35 years of experience in recreation operation and planning. Ken has provided planning, feasibility and operations consulting to more than 400 recreation projects across the country and been involved with over 50 Parks and Recreation Master Plan studies. Ken is well known for his vast knowledge of recreation facility development and operations. His expertise has been developed over the years from a wide breadth of experiences within the recreational field. Ken's diverse knowledge has led to his active involvement with the Colorado Parks and Recreation Association's Recreation Facilities Design and Management School. Ken was a faculty member at the Athletic Business Conferences, where he presented numerous sessions on recreation facility planning. He has also been a speaker at several National Recreation and Park Association Congresses and numerous state parks and recreation conferences.

19. RELEVANT PROJECTS		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a. Fort Lauderdale Parks and Recreation Master Plan, Fort Lauderdale, FL	Ongoing	n/a
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
B*K teamed with AECOM is working on a Parks and Recreation Master Plan for the City of Fort Lauderdale. B*K's scope includes recreation and facility trends analysis, and assessment of recreation programs and services.		
b. Doral Parks & Recreation Master Plan, Doral, FL	2011	n/a
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
B*K worked with AECOM to provide the City of Doral with a Parks & Recreation Master Plan. B*K's scope of services included the following: preliminary operating budget, master plan implementation, and specific facilities.		
c. Tamarac Parks and Recreation Plan, Tamarac, FL	2015	n/a
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
B*K's scope of services included: develop strategies and information needs; inventory of existing programs, social services, facilities and related services; evaluate and analyze current management and operations practices; identify specific program needs; analyze and discuss access & opportunity to participate in programs and services; public relations and marketing assessment; needs and priorities assessment; identification of specific program areas of public need; long range vision; implementation and recommendation; review of existing funding mechanisms.		
d. Miami Beach Parks and Recreation Department Operations and Organizational Assessment Study, Miami Beach, FL	2015	n/a
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
B*K scope of services included the following: review organizational information; identify organization and management constraints; organizational structure and staffing plan; recreation facilities assessment; recreation programs and services assessment; identify organizational constraints and parameters.		
e. District of Columbia Parks & Recreation Master Plan, District of Columbia	2015	n/a
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Data Collection and Review (assist with document review and site/building design plans, lead-recreation program review); Capital Needs Assessment (needs identification, space utilization, gap analysis); Strategic Capital Program Development (best practices research and comparative analysis); Master Plan and Implementation Strategy.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Ron Vine	Public Opinion Survey	a. TOTAL 30	b. WITH CURRENT FIRM 16

15. NAME OF FIRM AND LOCATION (City and State)
ETC/LeisureVision, Olathe, KS

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
MS, Public Administration BS, History	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

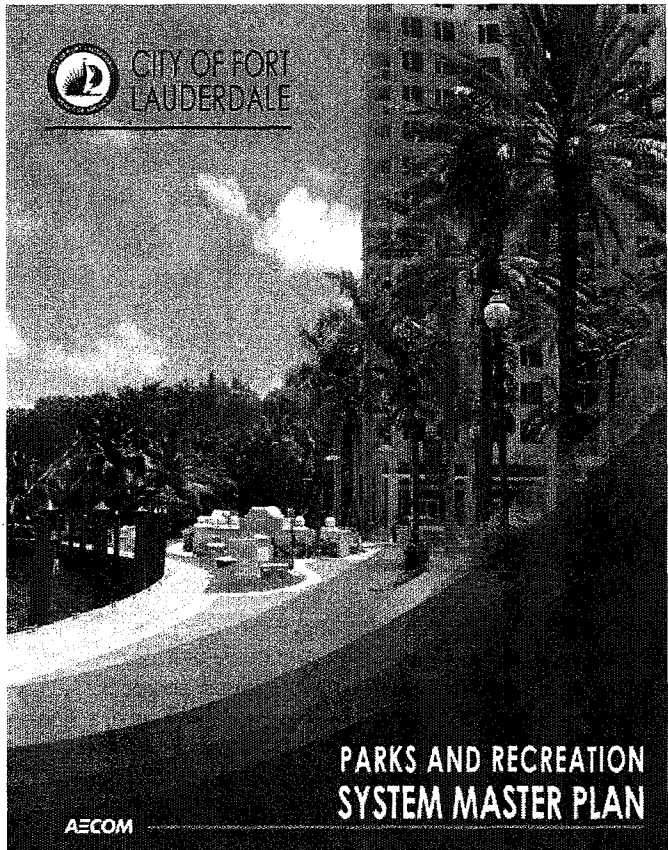
Ron Vine has worked on over 500 public opinion surveys and strategic planning and consulting assignments for a wide variety of community projects, including libraries, parks and recreation strategic and master plans; transportation research; water, waste water and storm water utility research; customer satisfaction research, comprehensive plan research; non-profit research, etc. He has extensive highly successful experience assisting communities with projects leading to sales tax and other tax referendums. Ron has directed survey efforts in 46 states across the United States, with public sector clients of various sizes ranging up to over 4 million populations.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	Raleigh Parks and Recreation System Plan, NC	2014	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	LeisureVision worked on this project with AECOM and the City of Raleigh on a comprehensive statistically valid mail/telephone survey for this City of over 400,000 residents.		
b.	Tamarac Parks and Recreation System Master Plan, Florida	2014	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	LeisureVision conducted a City of Tamarac Community Interest and Opinion Survey to help establish priorities for programs and facilities within the City of Tamarac. The survey was designed to obtain statistically valid results from households throughout the City of Tamarac.		
c.	Pasco County Parks and Recreation Master Plan, Florida	2014	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Leisure Vision conducted a Pasco County Community Interest and Opinion Survey Summer of 2014 to help establish priorities for programs and facilities within Pasco County. The survey was designed to obtain statistically valid results from households throughout Pasco County. The survey was administered by mail, web and phone.		
d.	Miami-Dade County Recreation Needs Assessment, Florida	2015	n/a
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Conducted a Recreation Needs Assessment Survey for Miami-Dade County during the spring of 2015 to better understand the recreation and leisure activities that are most important to residents within our community. This information will help us improve the services we provide and guide the prioritization of future improvements to parks. The survey was mailed to a random sample of households in Miami-Dade County.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION (City and State) Fort Lauderdale Parks and Recreation System Master Plan, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES: Ongoing CONSTRUCTION (if Applicable): n/a
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Ft. Lauderdale	b. POINT OF CONTACT NAME Phil Thornburg	c. POINT OF CONTACT TELEPHONE NUMBER 954.828.5348
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)		

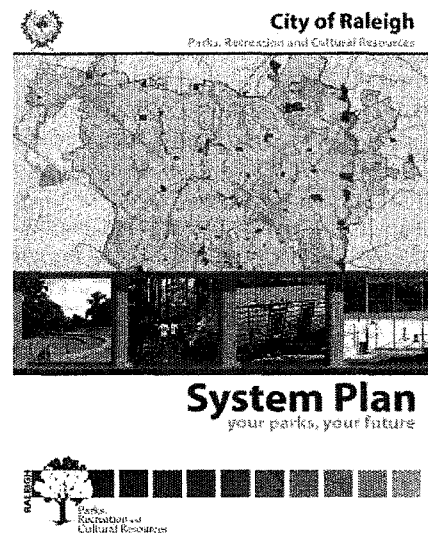
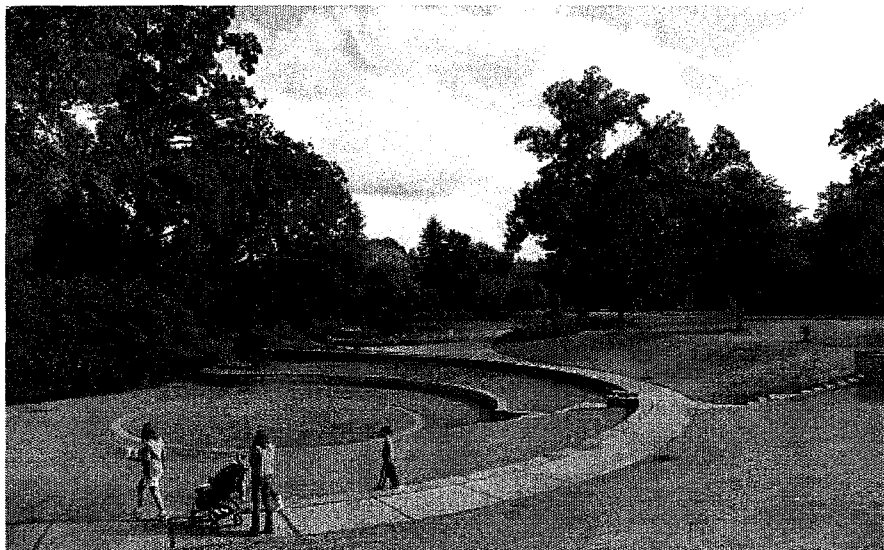
The City-Wide Parks and Recreation System Master Plan is being prepared by AECOM to analyze the existing parks system, which reflects the City's heritage, and create a new vision for the City's future. Major components of the Plan include an analysis and assessment of previously developed studies and reports, a city-wide and neighborhood demographics analysis; existing system analysis; a needs and priorities assessment that includes public workshops, interviews with elected officials and key stakeholders, focus group interviews, a mail/ telephone survey, a level of service (LOS) evaluation, completion of an ADA Transition Plan, development of a marketing and branding plan, development of a public arts master plan, development of a new department mission, values and vision, a cost estimate, and implementation strategy. Project is scheduled for completion in early 2016.

Project Value: \$497,500 (planning fee)



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME AECOM	(2) FIRM LOCATION (City and State) Coral Gables, FL
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
		(3) ROLE Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <div style="font-size: 2em; text-align: center;">2</div>
21. TITLE AND LOCATION (City and State) Raleigh Parks, Recreation and Cultural Resources System Master Plan, North Carolina	PROFESSIONAL SERVICES 2014	22. YEAR COMPLETED CONSTRUCTION (If Applicable) n/a
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Raleigh	b. POINT OF CONTACT NAME Cassie Schumacher-Georgopoulos	c. POINT OF CONTACT TELEPHONE NUMBER 919.996.4797
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size and cost)		



The City of Raleigh hired AECOM to develop a new comprehensive Park Recreation and Cultural Resources System Plan that outlined the development and delivery of park and recreation services over the next 20 years. The scope for the Raleigh System Plan includes the completion of a comprehensive 12 step needs assessment process and presentation to City Council, a five-day public Visioning workshop with park, recreation, transportation and urban planning professionals teaming with the City's Parks and Recreation, Planning and Transportation departments; and an implementation workshop that identified realistic funding, management, operations, and maintenance opportunities and priorities.

The project was 16 months in schedule (System Plan was adopted by City Council in May, 2014), with a budget of \$415,000 and resulted in a Phase 1 Priority Projects bond package approved by City Council for the November, 2014 ballot for \$91.7million.

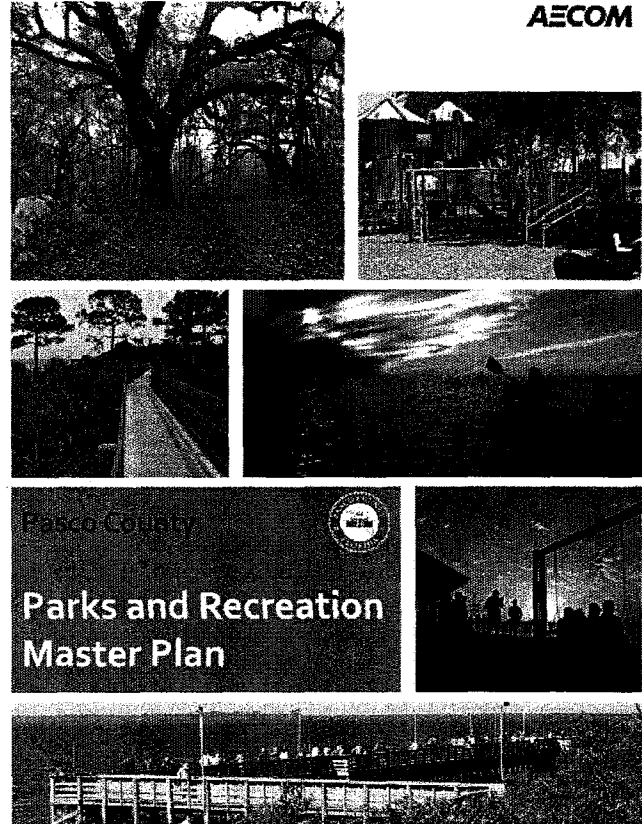
Project Value: \$415,000 (planning services fee)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME AECOM	(2) FIRM LOCATION (City and State) Raleigh, NC
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
		(3) ROLE Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <div style="font-size: 2em; text-align: center;">3</div>
21. TITLE AND LOCATION (City and State) Pasco County Parks and Recreation Master Plan, Florida		22. YEAR COMPLETED <div style="display: flex; justify-content: space-between;"> <div> PROFESSIONAL SERVICES Ongoing </div> <div> CONSTRUCTION (if Applicable) n/a </div> </div>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Pasco County	b. POINT OF CONTACT NAME Martha Campbell	c. POINT OF CONTACT TELEPHONE NUMBER 813.929.2760
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)		

Pasco County hired AECOM in 2014 to complete a 10-Year Parks and Recreation Master Plan. AECOM's approach includes extensive public involvement in the plan to assure a direction that will result in a premier county where people want to live, work and locate their business. With a quickly changing population thanks to the County's proximity to the Tampa metro area, Pasco County is defining a new direction to response to projected growth and changing lifestyle while improving existing facilities. Projected completion date is October, 2015.

Project Value: \$145,000 (planning services fee)



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME AECOM	(2) FIRM LOCATION (City and State) Raleigh, NC
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
		(3) ROLE Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency or 10 projects. If not specified, Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <div style="font-size: 2em; text-align: center;">4</div>
21. TITLE AND LOCATION (City and State) Tamarac Parks and Recreation System Master Plan, Florida		22. YEAR COMPLETED <div style="display: flex; justify-content: space-between;"> <div>PROFESSIONAL SERVICES 2015</div> <div>CONSTRUCTION (If Applicable) n/a</div> </div>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Tamarac	b. POINT OF CONTACT NAME Greg Warner	c. POINT OF CONTACT TELEPHONE NUMBER 954.718.1782
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		



AECOM worked with the Parks Department to complete the Parks and Recreation System Master Plan. Highlights of the plan included a needs assessment, recommendations for improvements to existing parks, the addition of park lands, and conceptual master plans illustrating the development of a proposed improvements and enhancements.

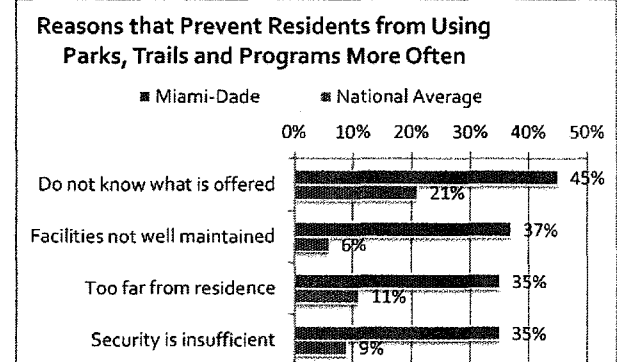
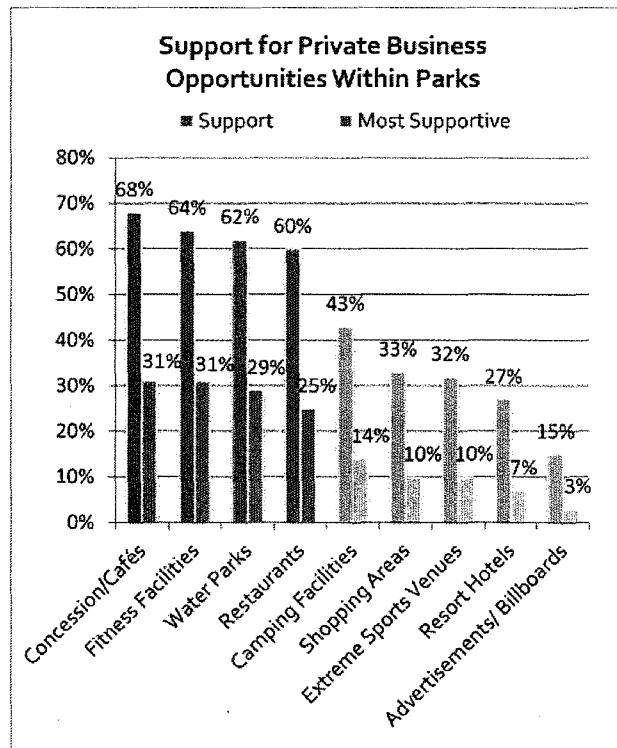
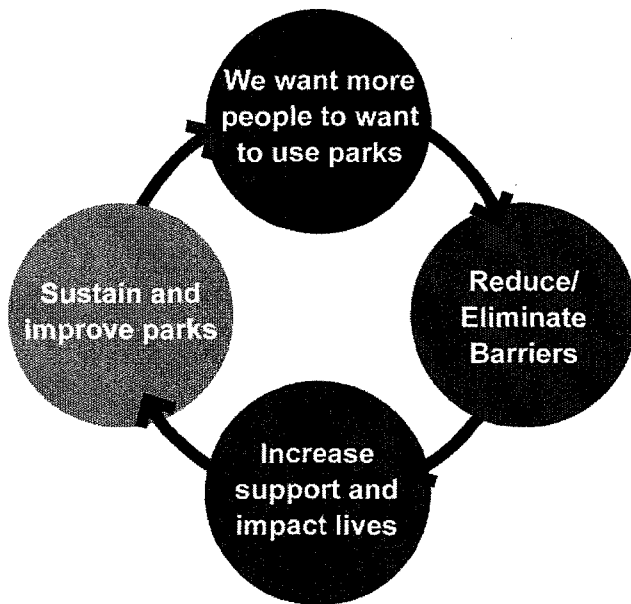
Project Value: \$140,000 (fee)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME AECOM	(2) FIRM LOCATION (City and State) Raleigh, NC
		(3) ROLE Prime Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
		(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
		(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER <div style="font-size: 2em; text-align: center;">5</div>
21. TITLE AND LOCATION (City and State) Miami-Dade County Recreation Needs Assessment, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES: 2008 CONSTRUCTION (if Applicable): n/a
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Miami-Dade County	b. POINT OF CONTACT NAME Eric Hansen	c. POINT OF CONTACT TELEPHONE NUMBER 305.755.7831
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		

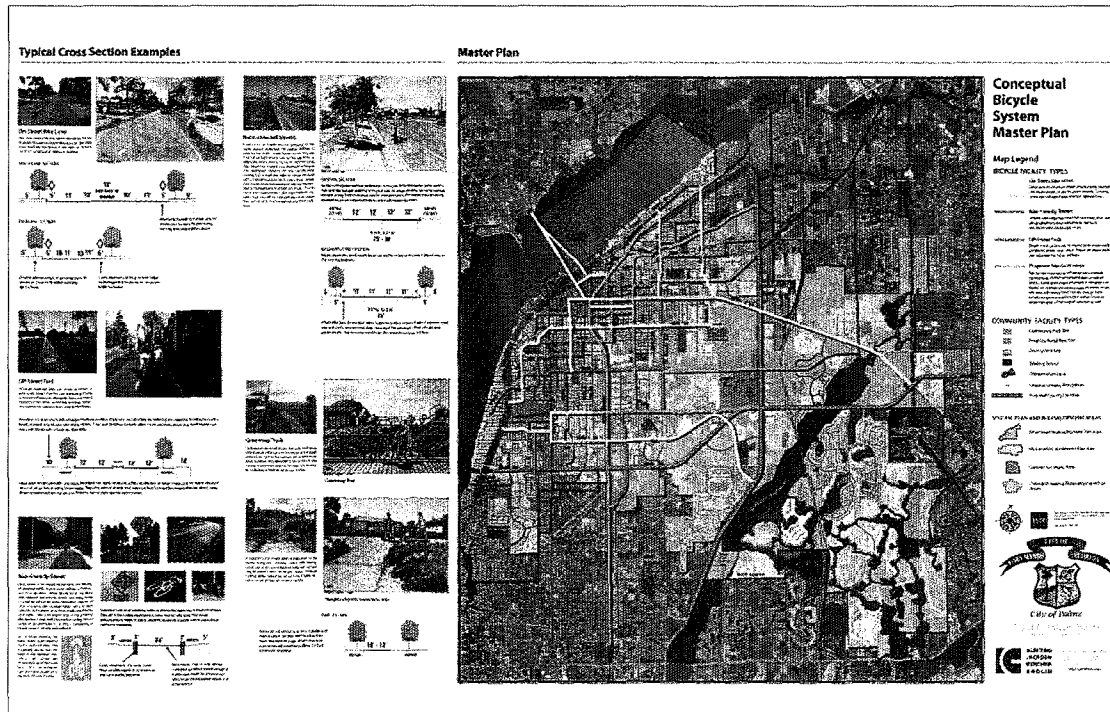
AECOM worked with Miami-Dade County to conduct a county-wide needs assessment as a follow-up to a park and open spaces master plan completed in 2008 by AECOM which developed "A 50 Year, Unifying Vision for a Livable, Sustainable Miami-Dade County "Through the Parks Window". Documenting the recreational needs and priorities of Miami-Dade County, a county of over 2.6 million residents, required a detailed approach to sample over 70 distinct neighborhoods. This survey constitutes one of the largest statistically valid park and recreation focused survey ever conducted in the United States

Project Value: \$275,000 (planning services fee)



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME AECOM	(2) FIRM LOCATION (City and State) Coral Gables, FL
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <div style="font-size: 2em; text-align: center;">7</div>
21. TITLE AND LOCATION (City and State) Fort Myers Bicycle and Pedestrian Master Plan, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES: 2007 CONSTRUCTION (if Applicable): n/a
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Fort Myers	b. POINT OF CONTACT NAME Saeed Kazemi	c. POINT OF CONTACT TELEPHONE NUMBER 239.321.7022
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)		



AECOM (formerly Glattig Jackson) worked with the City of Fort Myers to develop a city-wide Bicycle and Pedestrian Plan that defines a system of sidewalks, bike lanes, paths, greenways, and trails within the city that can provide integrated and continuous corridor for non-motorized transportation, wildlife and recreation throughout the city. Some of the steps taken to achieve the final plan were: inventory and analysis of existing conditions, data collection, public involvement, needs assessment, and development and design of the bicycle and pedestrian plan.

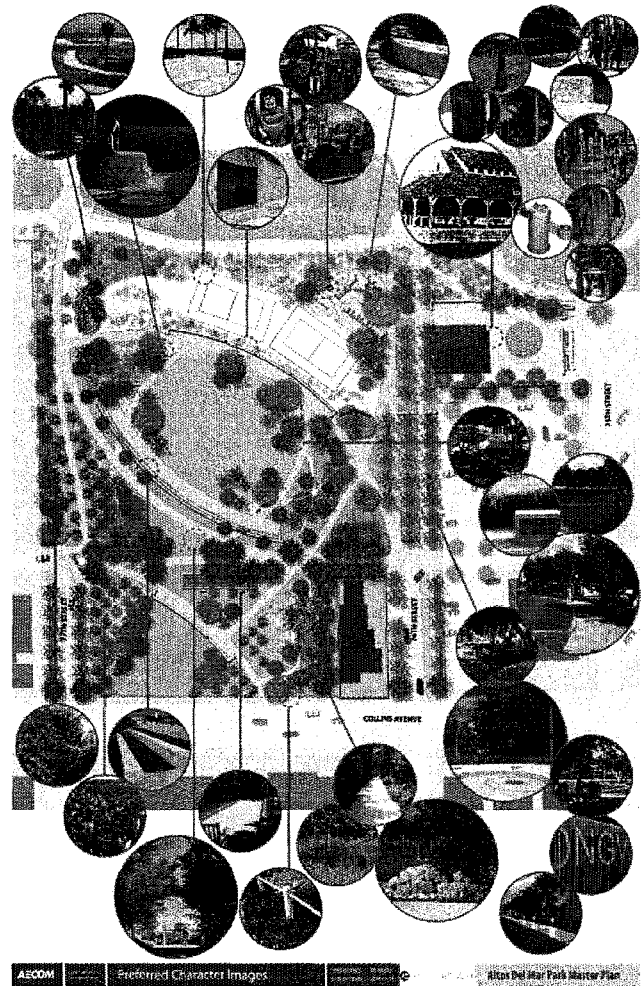
Project Value: \$279,000 (fee)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME AECOM	(2) FIRM LOCATION (City and State) Coral Gables, FL	(3) ROLE Prime Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION (City and State) Altos Del Mar Park, Miami Beach, FL	PROFESSIONAL SERVICES 2014	22. YEAR COMPLETED CONSTRUCTION (if Applicable) n/a
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Miami Beach Park and Recreation Department	b. POINT OF CONTACT NAME John Rebar	c. POINT OF CONTACT TELEPHONE NUMBER 305.673.7000
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)		

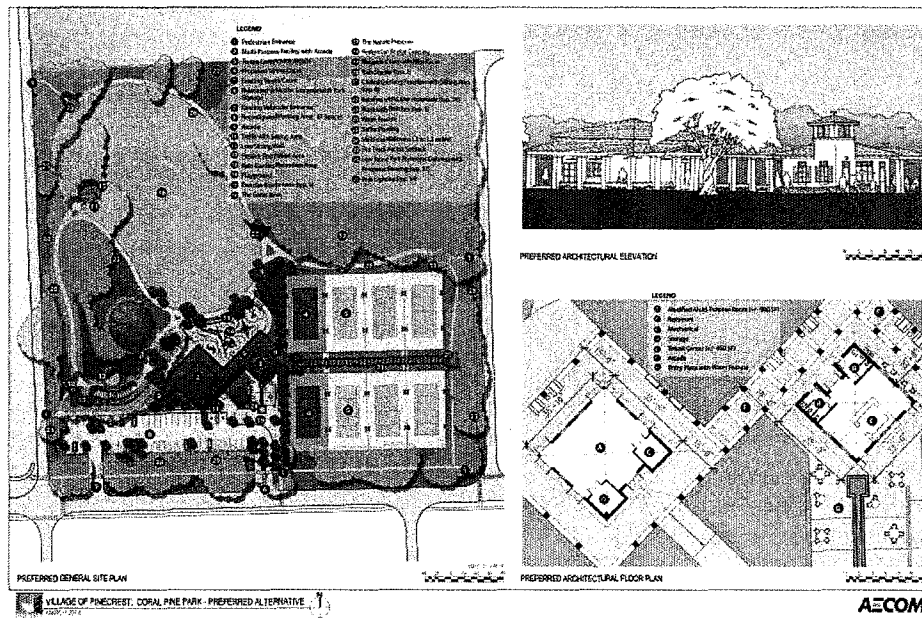
The City of Miami Beach (City) selected AECOM to provide professional services to develop a Master Plan for Altos Del Mar Park. Altos Del Mar Park, located on Collins Avenue between 76th and 77th Street, is one of the last undeveloped beach front parcels within the City of Miami Beach. The undeveloped 2.5 acre park currently offers a wide variety of passive public space and open space uses located along 76th Street. Along the southern edge of the park, there is a Miami-Dade County Public Library and a municipal surface parking area. The park also offers an undefined pedestrian connection to the beachwalk and beach. The principle design goal for Altos Del Mar Park is to provide for passive and accessible recreational needs of area residents through a neighborhood master plan development involving a process that included the assistance and input of community residents and the approval of City's key stakeholders. A preferred alternative for Altos Del Mar Park was selected involving the community residents and the City's key stakeholders that will aim to provide for the needs of area residents.

Project Value: \$67,935 (fee); \$4,610,000 (estimated construction)



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME AECOM	(2) FIRM LOCATION (City and State) Coral Gables, FL	(3) ROLE Prime Consultant
b. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <div style="font-size: 2em; text-align: center;">9</div>
21. TITLE AND LOCATION (City and State) Coral Pine Park, Village of Pinecrest, Florida		22. YEAR COMPLETED <div style="display: flex; justify-content: space-between;"> <div>PROFESSIONAL SERVICES 2014</div> <div>CONSTRUCTION (if Applicable) n/a</div> </div>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Village of Pinecrest	b. POINT OF CONTACT NAME Maria Menendez	c. POINT OF CONTACT TELEPHONE NUMBER 305.234.2121
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		



AECOM Technical Services, Inc. was selected to provide professional services to develop a Master Plan for Coral Pine Park. Coral Pine Park located at 6955 S.W. 104th Street is one of three former Miami-Dade County Parks transferred to the Village of Pinecrest (Village) in 1998. The nine acres park offers a wide variety of activities including an air-conditioned recreational center available for parties, a tot lot, and an all-purpose recreational field. The park also includes six lighted tennis courts and a natural area. Coral Pine Park must continue to provide for the recreational needs (primarily active and general recreation) of area residents through a master plan development involving a process that includes the assistance and consent of community residents and the approval of Village of Pinecrest key stakeholders.

AECOM services included the evaluation of the existing and proposed programming at the park, identified required

improvements to the parking area, tennis court facilities, bathrooms, multi-purpose room, playground areas, and prepared cost estimates associated with the recommended improvements. Three alternatives were presented of which a Preferred Master Plan for Coral Pine Park was developed through a process that included the assistance and consent of community residents and the approval of the Village staff and key stakeholders.

Project Value: \$42,640 (master plan design services; \$3,545,000 (estimated construction cost)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME AECOM	(2) FIRM LOCATION (City and State) Coral Gables, FL	(3) ROLE Prime Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <div style="font-size: 2em; font-weight: bold; text-align: center;">10</div>
21. TITLE AND LOCATION (City and State) Deering Estate Capital Projects Master Plan and Deering Estate Management Plan, Miami-Dade County, FL		22. YEAR COMPLETED <div style="display: flex; justify-content: space-between;"> <div>PROFESSIONAL SERVICES 2012 (Management Plan); ongoing (Master Plan)</div> <div>CONSTRUCTION (if Applicable) n/a</div> </div>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Miami-Dade County Parks, Recreation and Open Spaces Department	b. POINT OF CONTACT NAME Jennifer Tisthammer	c. POINT OF CONTACT TELEPHONE NUMBER 305.235.1668 ext. 232
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		



AECOM worked with Miami-Dade County (Deering Estate) to develop a resource management plan for the Deering Estate. The management was completed and approved by the State of Florida in 2012. The management plan synthesized multiple data sources, including assessments, plans, and costs provided by county staff and other sources, to provide guidance for management activities and recreational access along with associated implementation costs for the next 10 years for the property. The project consisted of a 9 month schedule of work and 6 months for state approval at a total fee of \$80,000.

Since approval of the Management Plan, AECOM has been retained to complete a Capital Projects Master Plan for the 455 acre site. The project includes the development of site improvements as implementation projects of the Management Plan. The Estate has utilized the Management Plan to secure several sources of funding ranging from a multi-million dollar private donation to grants for archaeological surveys.

Project Value: \$138,500 (fee)



Images © Brian Call

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME AECOM	(2) FIRM LOCATION (City and State) Coral Gables, FL
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
		(3) ROLE Prime Consultant

[illegible]

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Fort Lauderdale Parks and Recreation System Master Plan	6	Fort Myers Parks and Recreation Master Plan
2	Raleigh Parks, Recreation and Cultural Resources System Master Plan	7	Fort Myers Bicycle and Pedestrian Master Plan
3	Pasco County Parks and Recreation Master Plan	8	Altos Del Mark Park Master Plan
4	Tamarac Parks and Recreation System Master Plan	9	Coral Pine Park Master Plan
5	Miami-Dade County Recreation Needs Assessment	10	Deering Estate Capital Projects Master Plan and Deering Estate Management Plan

H. ADDITIONAL INFORMATION

30. PROVIDE ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

**Create. Enhance. Sustain.**

AECOM is a premier, fully integrated professional and technical services firm positioned to design, build, finance and operate infrastructure assets around the world for public- and private-sector clients. With nearly 100,000 employees — including architects, engineers, designers, planners, scientists and management and construction services professionals — serving clients in over 150 countries around the world, AECOM is ranked as the #1 engineering design firm by revenue in Engineering News-Record magazine's annual industry rankings, and has been recognized by Fortune magazine as a World's Most Admired Company. The firm is a leader in all of the key markets that it serves, including transportation, facilities, environmental, energy, oil and gas, water, high-rise buildings and government. AECOM provides a blend of global reach, local knowledge, innovation and technical excellence in delivering customized and creative solutions that meet the needs of clients' projects. A Fortune 500 firm, AECOM companies, including URS Corporation and Hunt Construction Group, had revenue of approximately \$19 billion during the 12 months ended March 31, 2015.

Incorporated in 1970, AECOM Technical Services, Inc. is based in Los Angeles, California with offices located nationally and globally. AECOM Technical Services, Inc. is a wholly owned subsidiary of The Earth Technology Corporation (USA), itself a subsidiary of AECOM Technology Corporation, a Delaware corporation whose stock is publicly traded on the New York Stock Exchange (ACM/NYSE).

While AECOM is worldwide, we truly value the local relationships we have developed with our clients in Florida. For us, the client is always the center of attention and we firmly believe that a reputation is built on each individual project resulting in a successful sum of work. We strive to be the firm of choice for both our clients and employees in every discipline we practice, and in all geographic areas we serve. We are glad our efforts have not gone unnoticed. AECOM was proud to be recognized in 2014 as one of the "World's Most Ethical Companies" by Ethisphere Institute and as one of Financial Times' "Best Workplaces."

Exceptional local knowledge and renowned global expertise

The AECOM Team will provide the perfect combination of local knowledge and experience with renowned global expertise to innovatively, cost effectively and efficiently deliver all components to the City of Sanford.

#1 DESIGN FIRM

#1 PURE DESIGN

#1 TRANSPORTATION

#1 GENERAL BUILDING

#2 POWER

#2 WATER

#3 INTERNATIONAL DESIGN

#3 SEWER + WASTE

#4 HAZARDOUS WASTE

THE TOP 500

A Recovery in Need of Speed
The industry recession is slowly fading to a bad memory, but design firms are facing a changed landscape in the market as they look ahead.

2014 TOP 500 DESIGN FIRMS**AECOM**

AECOM has enjoyed a reputation of being a leader in developing innovative solutions to meet the complex and ever changing needs of our clients. We have achieved many engineering breakthroughs by looking beyond the standard when the client needs more. This type of vision, coupled with our senior engineers' familiarity of the regions they serve with access to global experts, results in **more than 85 percent of our business coming from repeat clients.**

Our Coral Gables office will serve as our local point of contact for this contract. We will also utilize local, regional and national experts to support this effort.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. NAME AND TITLE

Randy Mejeur, Principal

32. DATE

October 11, 2015

AECOM**ARCHITECT – ENGINEER QUALIFICATIONS**

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME AECOM Technical Services, Inc.			3. YR ESTABLISHED 1970	4. DUNS NUMBER 003184462 (ATS HQ DUNS)
2b. STREET 800 Douglas Entrance, North Tower, 2nd Floor			5. OWNERSHIP	
2c. CITY Coral Gables	2d. STATE FL	2e. ZIP CODE 33134	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE W. Ron Hunt, PE – Vice President			b. SMALL BUSINESS STATUS Large	
6b. TELEPHONE NUMBER (305) 447-3550			7. NAME OF FIRM (If block 2a is a branch office) AECOM Technical Services, Inc.	
6c. E-MAIL ADDRESS ron.hunt@aecom.com				
8a. FORMER FIRM NAME(S) (If any) Former names and/or names of affiliated companies of AECOM Technical Services, Inc. (ATS): Spillis Candela, AECOM Services, Inc., EDAW, Earth Tech, among others		8b. YR. ESTABLISHED Spillis Candela: 1960; EDAW: 2005 Earth Tech: 1970	8c. DUNS NUMBER AECOM Services (formerly Spillis Candela): 829320501; EDAW: 097502921; Earth Tech: 008609203	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees (U.S. based)		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
06 Architect		288	12	A05 / A06 Airports		10
08 CADD Technician		424	12	C15 Construction Management		10
12 Civil Engineer		704	1	C14 Conservation and Resource Management		9
15 Construction Inspector		249	1	C18 Cost Estimating; Cost Eng. & Analysis		8
16 Construction Manager		153	5	D04 Design-Build – Preparation of RFPs		8
21 Electrical Engineer		157	3	E02 Educational Facilities; Classrooms		9
23 Environmental Engineer		306	2	E07 Energy Conservation, New Energy Sources		10
24 Environmental Scientist		462	1	E09 Env Impact Studies; Assessment; Statements		10
30 Geologist		237	2	G01 Garages; Vehicle Maint. Facilities; Parking Decks		8
37 Interior Designer		38	3	H01 Harbors; Jetties; Piers; Ship Terminal Facilities		8
39 Landscape Architect		60	2	H03 Hazardous; Toxic; Rad Waste Remediation		10
42 Mechanical Engineer		157	4	H04 Heating; Ventilating; Air Conditioning (HVAC)		9
47 Planner: Urban/Regional		209	5	H07 Highways; Streets; Airfield Paving; Parking Lots		10
48 Project Manager		723	11	H09 Hospital and Medical Facilities		10
57 Structural Engineer		376	7	O01 Office Buildings; Industrial Parks		10
58 Technician/Analyst		106	1	P06 Planning (Site, Installation & Project)		10
60 Transportation Engineer		325	3	R06 Rehabilitation (Buildings; Structures; Facilities)		10
62 Water Resources Engineer		62	1	S04 Sewage Collection; Treatment; and Disposal		10
Construction/Resident Engineer		126	1	S09 Structural Design; Special Structures		8
Procurement Specialist		85	1	S11 Sustainable Design [subset of other categories]		[10]
Building Information Modeling Specialist		18	1	T03 Traffic and Transportation Engineering		10
	Other Employees	3,108	25	W02 Water Resources; Hydrology; Groundwater		10
	U.S. Total(U.S. ATS staff only)	8,373	104	W03 Water Supply; Treatment & Distribution		10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
 (Insert revenue index number shown at right)

a. Federal Work	10
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE



b. DATE

March 2015

c. NAME AND TITLE

Randal R. Castro – Senior Vice President, National Governments Market Sector Leader

 AUTHORIZED FOR LOCAL REPRODUCTION
 MANDATORY USE DATE OF FORM 3/1/2013

STANDARD FORM 330 (3/2013) PAGE 6

AECOM**ARCHITECT – ENGINEER QUALIFICATIONS**

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS


(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME AECOM Technical Services, Inc.			3. YR ESTABLISHED 1970	4. DUNS NUMBER 003184462 (ATS HQ DUNS)
2b. STREET 701 Corporate Center Drive, Suite 475			5. OWNERSHIP	
2c. CITY Raleigh	2d. STATE NC	2e. ZIP CODE 27607	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Carolyn Kerber – Senior Manager, Administration			b. SMALL BUSINESS STATUS Large	
6b. TELEPHONE NUMBER (919) 239-7153			7. NAME OF FIRM (If block 2a is a branch office) AECOM Technical Services, Inc.	
6c. E-MAIL ADDRESS carolyn.kerber@aecom.com				

8a. FORMER FIRM NAME(S) (If any) Former name of AECOM Technical Services, Inc. (ATS): Earth Tech, Inc. Affiliated companies of ATS: AECOM, Inc. (formerly ENSR); AECOM Services, Inc. (formerly Hayes Seay Mattern & Mattern [HSMM])	8b. YR. ESTABLISHED ATS: 1970 AECOM, Inc.: 1988 AECOM Services: 1960	8c. DUNS NUMBER ATS: 160411018 AECOM, Inc.: 804343523 AECOM Services: 081938883
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9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees (U.S. based)		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
07 Biologist		119	2	A05 / A06 Airports		10
08 CADD Technician		424	7	C15 Construction Management		10
10 Chemical Engineer		58	2	C14 Conservation and Resource Management		9
12 Civil Engineer		704	7	C18 Cost Estimating; Cost Eng. & Analysis		8
14 Computer Programmer		20	1	D04 Design-Build – Preparation of RFPs		8
23 Environmental Engineer		306	6	E02 Educational Facilities; Classrooms		9
24 Environmental Scientist		462	9	E07 Energy Conservation, New Energy Sources		10
29 GIS Specialist		124	19	E09 Env Impact Studies; Assessment; Statements		10
30 Geologist		237	6	G01 Garages; Vehicle Maint. Facilities; Parking Decks		8
32 Hydraulic Engineer		29	2	G04 GIS: Development; Analysis; Data Conversion		8
34 Hydrologist		15	2	H01 Harbors; Jetties; Piers; Ship Terminal Facilities		8
38 Land Surveyor		40	2	H03 Hazardous; Toxic; Rad Waste Remediation		10
39 Landscape Architect		60	2	H07 Highways; Streets; Airfield Paving; Parking Lots		10
42 Mechanical Engineer		157	1	O01 Office Buildings; Industrial Parks		10
47 Planner: Urban/Regional		209	2	M05 Military Design Standards		10
48 Project Manager		723	9	P06 Planning (Site, Installation & Project)		10
57 Structural Engineer		376	4	R06 Rehabilitation (Buildings; Structures; Facilities)		10
60 Transportation Engineer		325	11	S05 Soils & Geologic Studies; Foundations		8
62 Water Resources Engineer		123	8	S09 Structural Design; Special Structures		8
Hydrogeologist/Geohydrologist/Geochemist		75	1	S10 Surveying; Platting; Mapping; Flood Plain Studies		8
Procurement Specialist		85	1	S11 Sustainable Design [subset of other categories]		[10]
Other Employees		3,702	16	T03 Traffic and Transportation Engineering		10
U.S. Total (U.S. ATS staff only)		8,373	120	W03 Water Supply; Treatment & Distribution		10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)			PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	10		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10		2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
			4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
			5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE March 2015
c. NAME AND TITLE Randal R. Castro – Senior Vice President, National Governments Market Sector Leader	

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STANDARD FORM 330 (3/2013) PAGE 6

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

RFQ No. 2015.09.24

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME BALLARD*KING AND ASSOCIATES, LTD.			3. YEAR ESTABLISHED 1992		4. DUNS NUMBER	
2b. STREET 2743 RAVENHILL CIRCLE			5. OWNERSHIP			
2c. CITY HIGHLANDS RANCH		2d. STATE CO	2e. ZIP CODE 80126		a. TYPE S-CORP	
6a. POINT OF CONTACT NAME AND TITLE KEN BALLARD			b. SMALL BUSINESS STATUS			
9b. TELEPHONE NUMBER 303-470-8661			6c. E-MAIL ADDRESS BKA@BALLARDKING.COM		7. NAME OF FIRM (If block 2a is a branch office)	
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED		8c. DUNS NUMBER	

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9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)


a. Federal Work	1
b. Non-Federal Work	4
c. Total Work	4

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,00 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 10/13/2015
c. NAME AND TITLE KEN BALLARD, PRESIDENT	

1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

STANDARD FORM 330 (1/2004) PAGE 6

2. OFFICE LOCATIONS

a. Office providing primary project management

800 Douglas Entrance
North Tower, 2nd Floor
Coral Gables, FL 33134

b. Corporate headquarters of the firm

515 S Flower Street, Suite 1050
Los Angeles, CA 90071

c. Office locations for anticipated subconsultants

Ballard*King & Associates
2743 E Ravenhill Circle
Highlands Ranch, CO 80126

ETC/Leisure Vision
725 W Frontier Circle
Olathe, KS 66061

3. FAMILIARITY WITH PLANNING AGENCIES



Kissimmee Lakefront Park, FL

AECOM has been an integral part of the Coral Gables area Architectural / Engineering industry for more than 30 years. For this reason, our firm has developed a solid working relationship with the various agencies with whom your team may need to coordinate with in order to ensure the timely delivery of implementation projects. Our extensive knowledge of local conditions, permitting and approval procedures, and construction industry has allowed us to recognize and avoid the common pitfalls of this complicated process. Our hands-on experience with all of the Regulatory Agencies who will be involved with projects located within the City of Coral Gables will be extremely beneficial to the City.

We've done more than 80 park master plans throughout the United States, and have learned the processes and requirements of various permitting agencies, as well as gained experience on recognizing and avoiding common pitfalls.

4. BANK AND TRADE REFERENCES

	BANK REFERENCE	TRADE REFERENCE
CONTACT	Nancy Peck-Medina Relationship Associate - US Corporate Banking	Cara Vermillion Credit Analyst
INSTITUTION ADDRESS	Wells Fargo Bank NA 333 S Grand Avenue, Suite 1200 Los Angeles, CA 90071	Staples 555 West 112 th Avenue Northglenn, CO 80234
TELEPHONE	213.253.7335	303.323.7236

Our financial information is located in Section VI - Appendix of this submittal.

5. PROOF OF INSURANCE

Our proof of insurance is located on the following pages.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/20/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@Marsh.Com 06510 -AECOM-15-16 Los An CA Lynn tbd		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED AECOM Technical Services, Inc. 515 S. Flower St., Fl 4 Los Angeles, CA 90017		INSURER A : Zurich American Insurance Company 16535 INSURER B : N/A N/A INSURER C : N/A N/A INSURER D : INSURER E : INSURER F :	

COVERAGES
CERTIFICATE NUMBER:

LOS-001480222-15

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GLO 5965891 07	04/01/2015	04/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Re: W912UM-14-C-0020

CERTIFICATE HOLDER
CANCELLATION

AECOM Technical Services, Inc. 515 S. Flower St., Fl 4 Los Angeles, CA 90017	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services David Denihan
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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)

1/30/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1075642 AECOM 1999 Avenue of the Stars, #2600 Los Angeles CA 90067	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Insurance Company of the State of PA	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES AECTE01

CERTIFICATE NUMBER: 11943229

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ATTACHED ACORD 101	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Notice of Cancellation applies per attached endorsement. SAMPLE CERTIFICATE

CERTIFICATE HOLDER

CANCELLATION See Attachments

11943229 AECOM 1999 Avenue of the Stars, #2600 Los Angeles CA 90067	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2015 forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM Technology Corporation

By The Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)

6. FIRM QUALIFICATIONS

The AECOM team has been providing Park and Recreation Master Plans to communities throughout the United States for many years. We have developed visionary, implementable city-wide and county-wide master plans for over dozens of communities, and have become regarded as one the leading experts in Parks and Recreation Master Planning in the United States. We continuously refine and improve our methodology and approach through research, writing and lecturing.

OUR EXPERIENCE

Ft. Lauderdale Parks and Recreation System Master Plan — Ongoing
Pasco County, FL Parks and Recreation Master Plan — Ongoing
City of Tamarac, FL Parks and Recreation Master Plan — 2015
Washington DC Parks and Recreation Master Plan — 2015
City of Rocky Mount, NC Parks and Recreation Master Plan — 2015
City of Raleigh, NC Parks & Recreation System Plan — 2014
Seminole County, FL Parks and Recreation Master Plan — 2013
City of Gainesville, FL Parks, Recreation and Cultural Affairs Master Plan — 2012
City of Norfolk, VA, Recreation Master Plan — 2012
City of Lenexa, KS Parks, Recreation and Open Space Comprehensive Plan — 2012
NoMA Public Realm Plan, Washington DC — 2012
Columbia Pike Open Space Plan, Alexandria, VA — 2011
City of Sunrise, FL Needs Assessment — 2011
Buckhead, GA Green Space Action Plan — 2011
Doral, FL Parks and Recreation System Master Plan — 2010
City of Orlando, FL Families, Parks and Recreation Vision Plan — 2010
Washington, DC, Capital Space Parks and Open Space Comprehensive Plan — 2010
Wilton Manors, FL Parks, Recreation Open Space Master Plan — 2010
Okeechobee County, FL Parks System Master Plan — 2009
Aiken, SC Open Space Element for the Comprehensive Plan — 2009
Fort Lauderdale, FL Parks and Long Range Strategic Plan — 2009
San Diego, CA Downtown Parks and Recreation Needs Assessment — 2009
Miami-Dade County, FL Parks and Open Space Master Plan — 2008
North Miami Beach, FL Parks System Master Plan — 2008
Ft. Myers, FL Bicycle and Pedestrian Plan — 2007
Ft. Myers, FL City-Wide Parks and Recreation Needs Assessment — 2006
Martin County, FL Parks and Recreation System Master Plan — 2005



UNIQUE QUALIFICATIONS

The AECOM team proposed to work with your staff are composed of licenced landscape architects, certified planners, certified park and recreation professionals, transportation engineers, ecologists and park planners — and these are all inhouse resources.

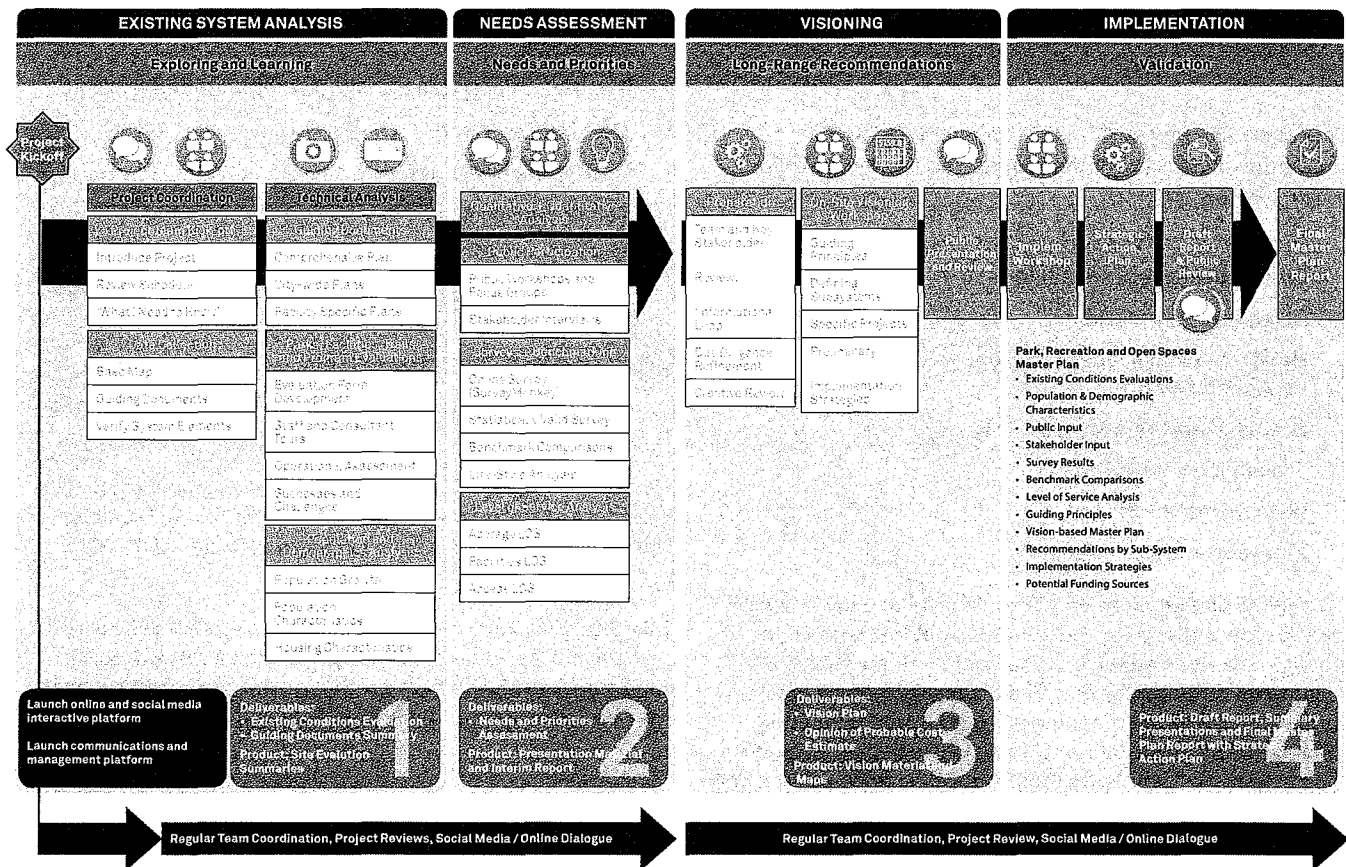
In addition to the multiple disciplines that AECOM provides, we often work with a number of highly specialized subconsultants including **Ballard*King** and **ETC Institute/ Leisure Vision**. These partners are nationally known leaders in Parks, Recreation, Trail and Open Space Planning and regularly lecture and teach.

Ballard*King is a nationally recognized parks programming and management firm. With over 75 combined years of facility management and planning experience in the public, collegiate, non-profit and private section, B*K has completed over 500 projects in 48 states and has completed over 30 master plan studies that have included feasibility studies, operations analysis, maintenance costs estimates, revenue projections, staffing levels, budgeting, marketing plans and third party design review.

ETC Institute/Leisure Vision is the leading national authority on Parks and Recreation surveys and benchmarking, working with AECOM for over 20 years. They have conducted over 600 Parks and Recreation Surveys, and maintain a data base of over 70,000 surveys and benchmarking comparisons. ETC has recently worked with AECOM on the largest municipal park and recreation survey in the United States for Miami-Dade County.

WHY THE AECOM TEAM IS THE MOST EXPERIENCED FIRM IN PARK AND RECREATION PLANNING:

- We are nationally known leaders in parks and recreation planning, management, and design
- We have a long and successful relationship on projects with the City of Coral Gables
- We are experts at public participation
- We are knowledgeable about the City's parks, trails, and open spaces
- We have a proven, successful approach that is lauded by dozens of counties and municipal clients throughout the US
- We are "implementation-oriented", producing realistic plans as catalysts for implementation
- We provide incredibly responsive service – just ask our clients
- We always produce our plans on-time and within budget



OUR PROVEN APPROACH

Our approach is consistent with the outlined scope of services, and as outlined in the RFQ, with a suggested reordering of needs and priorities assessment with the visioning process. Through our extensive experience, we have found that first gaining the communities expressed needs and priorities is invaluable to decision-making process in the visioning and master planning efforts. This suggested reordering is provided for your consideration.

The below approach is organized into five parts that provides an effective way to stay on schedule and reach consensus. The following outline scope of work insures that the final product meets CAPRA accreditation requirements and allows a “feedback loop” for review, comments and revisions at the end of each phase. Each phase concludes with an interim product, which ultimately forms the updated Master Plan as Part 5. These five phases are:

- Part 1 – Existing Programs and Facilities Analysis
- Part 2 – Needs and Priorities Assessment
- Part 3 – Visioning and Park Master Planning
- Part 4 – Implementation Plan
- Part 5 – Updated Parks Master Plan Report

A RECENT SUCCESS HIGHLIGHT: AECOM recently work with the City of Raleigh on the successful adoption of the City's new Parks, Recreation and Cultural Resources System Plan. An integral part of the success was the development of a comprehensive and transparent Strategic Plan that included detailed actions for each of the eight sub-systems. Overall, 75 goals and 320 actions were identified with assigned timeframes, roles, costs and performance indicators. The product is a living document which will help the Department evaluate performance and adapt to changing environments and needs on an annual basis over the next 20 years. Based on this success, voters recently approved a referendum for a \$92M bond package to fund Phase 1 priority projects.

Part I – Existing Programs and Facilities Analysis

1.1 Kickoff Meeting. AECOM will conduct a kickoff/ orientation meeting with the Project Team (City Staff) to review and discuss:

- Project scope and schedule
- Roles and expectations
- Needs, priorities, obstacles, opportunities and implementation
- Status of previous Master Plan
- Stakeholder Interviews
- Website materials
- Final document format

1.2 Public Engagement Website. AECOM and mySidewalk will create a website for the project in collaboration with the City. The website will include posting of digital (PDF) documents for public review and discussion topics crafted for each phase of the planning process. Website hosting, administration and moderation services will be provided for up to 9 months. Comments received will be documented and organized by topic for analysis and inclusion in final Master Plan.

1.3 Review Existing Data. AECOM will review all data provided by the City and compile an analysis of existing data into a summary and base map for use in the project. The sources inventory, analysis and base map will include but are not limited to the following:

- Coral Gables Comprehensive Plan, including future land use map.
- Current inventory of Municipal parks and recreation facilities, trails, and bikeways.
- Current inventory of special use facilities.
- Current inventory of open spaces, plazas, and historic facilities
- Current inventory of school, church and non-profit facilities (boys and girls clubs, YMCA, etc.).
- Current inventory of private recreation facilities.
- Lakes, wetlands and natural features.
- Capital improvements program.

- Population/demographics data, both current and projected.
- Recreation program brochures, catalogs and flyers.
- Bike Master Plans
- Current partnerships.
- List of special events
- List of recreation programs
- List of current sports leagues (both adult and youth), program levels and schedules.
- Land development regulations.
- Other relevant studies, data, and information as available and necessary.

1.4 Base Map Development. AECOM will work with the City to update inventory information in GIS for parks, facilities and trails. AECOM will rely on all data provided by the City as accurate.

1.5 Site Visit, Inventory and Analysis. AECOM will visit City parks and other recreational facilities to observe existing conditions, and to determine needed improvements to each park based on contemporary park design principles.

A RECENT SUCCESS HIGHLIGHT: AECOM recently completed an Existing Conditions Analysis for Pasco County, Florida that evaluated existing parks and recreation facilities as well as the County's different "Market Areas". Each Market Area is characterized by unique demographics, development patterns, lifestyles, and growth trends that have implications for future parks and recreation facilities through changing life-style needs and ageing facilities.

1.6 Existing Conditions Analysis Summary. AECOM will compile the findings from the tasks outlined above into a draft Existing Programs and Facilities Analysis Summary document, including:

- Project overview
- Base map of existing system
- Funding Analysis
- Economic Analysis
- Facility Map

Part I – Deliverables include:

- Kickoff Call notes (1.1)
- MySidewalk Website Launch (1.2)
- Base Map (1.4)
- Site Inventory and Analysis Evaluations (1.5)
- Existing Conditions Analysis Summary (1.6)

Part II – Needs and Priorities Assessment

2.1 Public Involvement. AECOM will use the following techniques to determine parks needs and priorities, including both facilities and acreage.

- Up to twelve (12) interviews with the members of the City Commission, City Manager, and other community leaders to be determined by the City.
- Up to ten (10) interviews and focus group meetings with recreation user groups and other special interest groups as determined by the City.
- Conduct a minimum of five (5) public workshops (at five sites evenly distributed throughout City)
- Conduct a minimum of two (2) parks and recreation advisory board workshops.
- Four (4) focus group meetings
- One (1) City Council workshop

2.2 Statistically Valid Public Survey. AECOM will work with the City to develop a statistically valid mail/telephone survey focusing on the parks, facility and trail needs, usage and priorities of residents. AECOM and ETC/Leisure Vision will detail the methodology of the survey and work with the City in the development of the questions. A draft survey instrument of the statistically valid survey will be provided to the City for review prior to administration of the survey and may not exceed six pages in length. Techniques utilized for administration of survey will include mail, telephone and a website. The statistically valid survey will have a minimum guaranteed sample size of 500 with a level of confidence of 95% and margin of error of $\pm 4.4\%$. Survey results will include a set of important/unmet needs matrices, and national benchmarking, tailored to the questions of the survey.

2.3 Online Survey. AECOM will prepare a web-based survey (via Survey Monkey) and host the survey for up to one (1) month online. Though not statistically valid itself, the on-line survey results will help to identify and verify trends within the City for usage, importance, barriers to use, communications, funding, priorities and demographics.

2.4 Benchmark Comparison Analysis. AECOM will benchmark/ compare the parks and recreation resources of the City with up to five (5) municipal departments in regards to number of parks per capita, park facilities, open space, recreation/sports facilities per capita, revenues to expenditures, overall budgets and staffing levels. The comparisons may include communities similar to Coral Gables or those communities that the City aspires to be comparable too.

2.5 Service Area Analysis. AECOM will work with City staff to verify existing park access Level of Service analysis. Additionally, AECOM will include acreage and facility level of service comparisons for use in development of future goals and policies for use in the preparation of projected park, facilities and acreage needs for 5, 10 and 15-year increments based on current level of service standards using population projections provided by the City/ or US Census.

2.6 Needs and Priorities Analysis Summary. Based on the tasks outlined above, AECOM will establish recommendations from citizens based on the public survey, stakeholder interviews, and analysis of data. This information, along with the results of the survey and public input in task 2.1, will provide the basis for determining the priority for parks, facilities and trails development needs of the City.

Part II – Deliverables include:

- Public Involvement notes (2.1)
- Stakeholder Interview notes (2.2)
- Online Survey results (2.3)
- Benchmarking/Comparison Summary (2.4)
- Level of Service Analysis Maps (2.5)
- Needs and Priorities Analysis Summary and PowerPoint (2.6)

Part III – Vision and Park Master Planning

3.1 Visioning Workshop. AECOM will facilitate a two-day Visioning Workshop with City staff, general public, special interest groups, stakeholders, school representative(s), and community officials to develop a long-range vision for the City's parks system. A preliminary agenda for the workshop includes:

- Presentation of the Needs and Priorities Analysis findings;
- Discussion of alternative “responses” to needs and priorities, including alternative roles for the City as provider, partner and/or facilitator;
- Identification of key “sub-systems” for further planning and development, including guiding principles and planning criteria;
- Workshop preparation of a conceptual Parks Master Plan Vision;

3.2 Conceptual Park Plans. AECOM will prepare a series of updated illustrative plans for future parks and facilities which reinforce city-wide themes identified during the Needs and Priorities Assessment as well as the Visioning Workshop.

Part III – Deliverables include:

- Visioning Workshop Meeting notes (3.1)
- Goals, Objectives and Policies (3.1)
- Updated Parks System Vision Map (3.1)

A RECENT SUCCESS HIGHLIGHT: AECOM recently executed a successful public involvement process with the City of Raleigh, North Carolina which included extensive use of traditional and nontraditional techniques such as community meetings in each quadrant of the city, 20+ focus groups, a week-long visioning workshop with 15 sessions, online engagement website, online survey, statistically valid survey, emails, business cards, and social media. Overall, the project engaged more than 21,000 residents online and 5,300 in-person participants that contributed over 8,000 hours of volunteer time. With these innovative techniques we achieved a participation rate more than three times the average.

Part IV – Implementation Plan

4.1 Order of Magnitude Estimate of Probable Construction Costs. AECOM will prepare an “order-of-magnitude” opinion of probable construction costs (Excel) to implement each of the parks and/or other improvements shown on the Conceptual Parks System Vision Map and the individual park concept plans, including:

- Land Acquisition (based on costs/acre provided by the City)
- Park/Facility Development (based on comparable facilities)
- Operations and Maintenance for proposed system (based on historic data provided by the City)

4.2 Implementation Workshop. AECOM will conduct a one-half day Implementation Workshop with the Department Staff, City Administrators, Finance Department Staff, School District, and/or other City staff to review the Cost statement, and to discuss various Implementation Strategies for the Parks and Recreation Master Plan, including both public and private initiatives. In order to prepare for the workshop, the City will prepare estimates of available funding (from current sources) for the next 5 and 10 year periods. A preliminary agenda for the workshop includes:

- Review of the Existing Conditions Summary (where are we)
- Review of the Needs and Priorities Summary
- Review of Vision Map (where do we want to be)
- Facilitated discussion of City's Roles and Responsibilities as a provider, partner and / or facilitator of service provision
- Development of funding, phasing strategies for 5, 10 and 15-year periods for existing and proposed system (how do we get there)

4.3 Implementation Plan. Based on the above, AECOM will develop a 15-Year Implementation Plan which includes a 5 year strategic plan and a 1 year action plan that makes recommendations for:

- a) Suggested improvements to existing facilities
- b) Proposals for future land acquisitions
- c) Proposals for future capital improvements
- d) Recommendations for programs and service provision
- e) Recommendations for policy changes
- f) Recommendations for additional initiatives as identified

Part IV – Deliverables include:

- Estimate of Probable Costs (4.1)
- Implementation Workshop summary (4.2)
- Implementation Plan (4.3)

Part V – Updated Parks Master Plan Report

5.1 Draft Master Plan Open House. AECOM will conduct a public open house to gain input while the draft master plan is available online. AECOM will record comments made by the public. AECOM will provide a record of all comments to the Project Team for review.

5.2 Develop Final Parks Master Plan Update Document. AECOM will compile the interim documents prepared from Parts I – IV (outlined above) into a final Parks Master Plan update report and will include the following:

- Existing Programs and Facilities Assessment (Part I)
- Needs and Priorities Assessment (Part II)
- Vision (Part III)
- Implementation Plan (Part IV)
- Parks Master Plan PowerPoint Presentation

5.3 Brochure and Executive Summary. AECOM will prepare a one-page brochure and an Executive Summary 11x17" glossy-finish graphic booklet for the project. In addition, website content will be provided in PDF format for posting to the Department's website.

5.4 City Council Presentation for Adoption/Approval. AECOM in coordination with City staff will present the final Parks and Open Space System Master Plan update at a public hearing, scheduled by the City, to solicit City Council approval and/or adoption.

Part V – Deliverables include:

- Draft Master Plan Open House Minutes (5.1)
- 10 Printed Copies and 1 Digital copy of Parks Master Plan Document (5.2)
- 50 printed copies and 1 Digital copy of Brochure and Executive Summary (5.3)
- Digital marketing materials for website (5.3)

A RECENT SUCCESS HIGHLIGHT: AECOM recently completed a 50-year, unifying vision for a livable, sustainable, Miami-Dade County and addressed five major components: great parks; great public spaces; great natural and cultural places; great greenways, trails, and water trails; and great streets. Through a series of public involvement workshops, AECOM developed a series of guiding principles for all five components that will set forth a new vision for a livable, sustainable community. Since adoption of the Master Plan in 2008, AECOM is proud to have continued working with Miami-Dade County on over 25 park master plans and other department-wide defining plans and documents as part of the implementation of this ground-breaking 50-year vision.

7. RECENT RELEVANT PROJECTS

The following pages provide detailed descriptions and contact information for five similar projects. Copies of the full reports for each project are provided in electronic format as part of this submittal. One copy of each report is also provided

RALEIGH PARKS, RECREATION AND CULTURAL RESOURCES SYSTEM PLAN

The City of Raleigh hired AECOM to develop a new comprehensive Parks, Recreation and Cultural Resources System Plan that outlined the development and delivery of park and recreation services over the next 20 years. The scope for the Raleigh System Plan includes the completion of a comprehensive 12 step needs assessment process and presentation to City Council, a five-day public Visioning workshop with park, recreation, transportation and urban planning professionals teaming with the City's Parks and Recreation, Planning and Transportation departments; and an implementation workshop that identified realistic funding, management, operations, and maintenance opportunities and priorities.

The project was 16 months in schedule (System Plan was adopted by City Council in May, 2014), with a budget of \$415,000 and resulted in a Phase 1 Priority Projects bond package approved by City Council for the November, 2014 ballot for \$91.7million.

CLIENT City of Raleigh

CONTACT

Cassie Schumacher-Georgopoulos, Senior Park Planner

PO Box 590

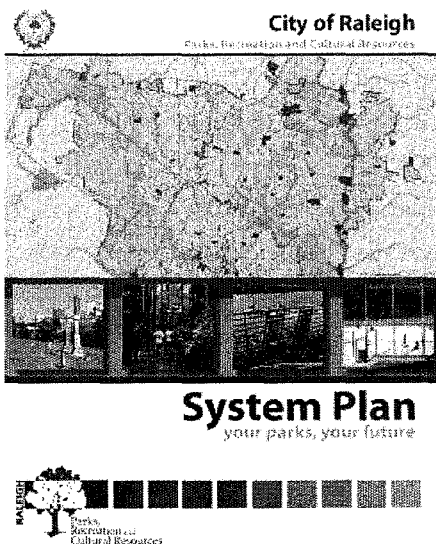
Raleigh, NC 27602

E cass.schumacher-georgopoulos@raleighnc.gov

T 919.996.4797

COST \$415,000 (fee)

DURATION 2012-2014



PASCO COUNTY PARKS AND RECREATION MASTER PLAN

Pasco County hired AECOM in 2014 to complete a 10-Year Parks and Recreation Master Plan. AECOM's approach includes extensive public involvement in the plan to assure a direction that will result in a premier county where people want to live, work and locate their business. With a quickly changing population thanks to the County's proximity to the Tampa metro area, Pasco County is defining a new direction to response to projected growth and changing lifestyle while improving existing facilities. Projected completion date is October, 2015.

CLIENT Pasco County

CONTACT

Martha Campbell, Assistant Director

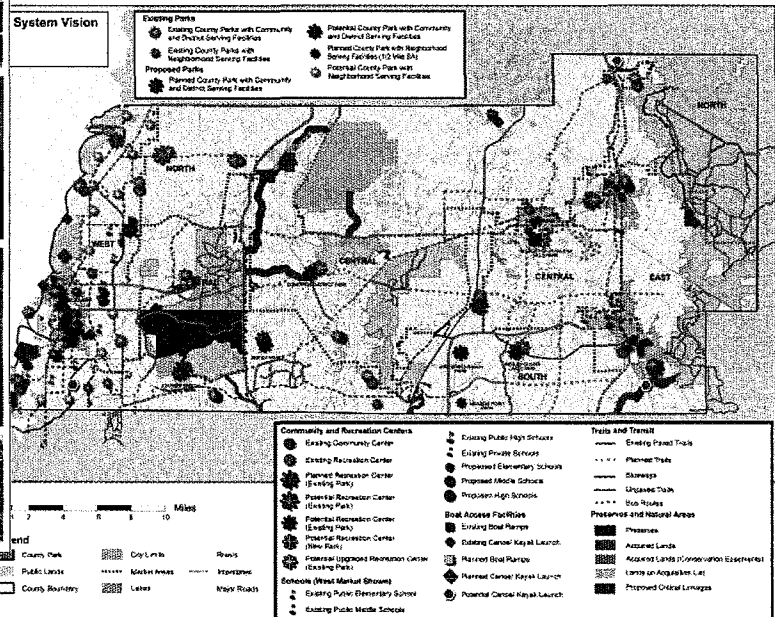
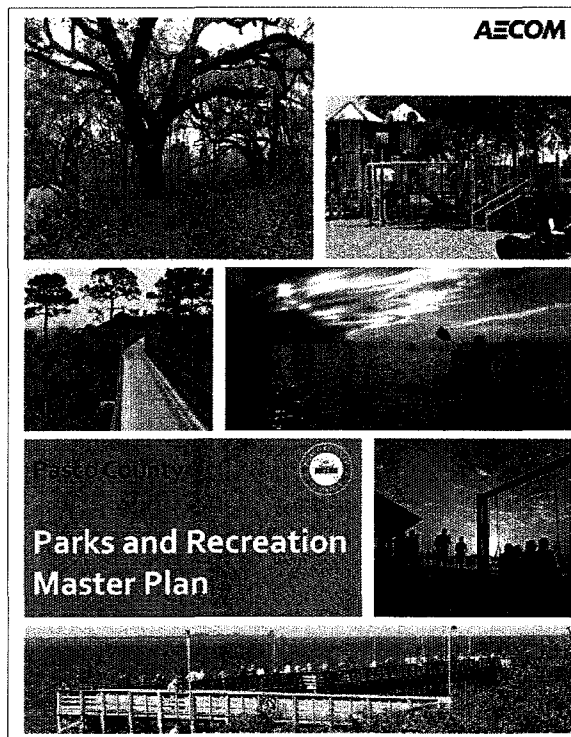
4111 Land O'Lakes Blvd., Suite 202
Land O'Lakes, FL 34639

E mcampbell@pascocountyfl.net

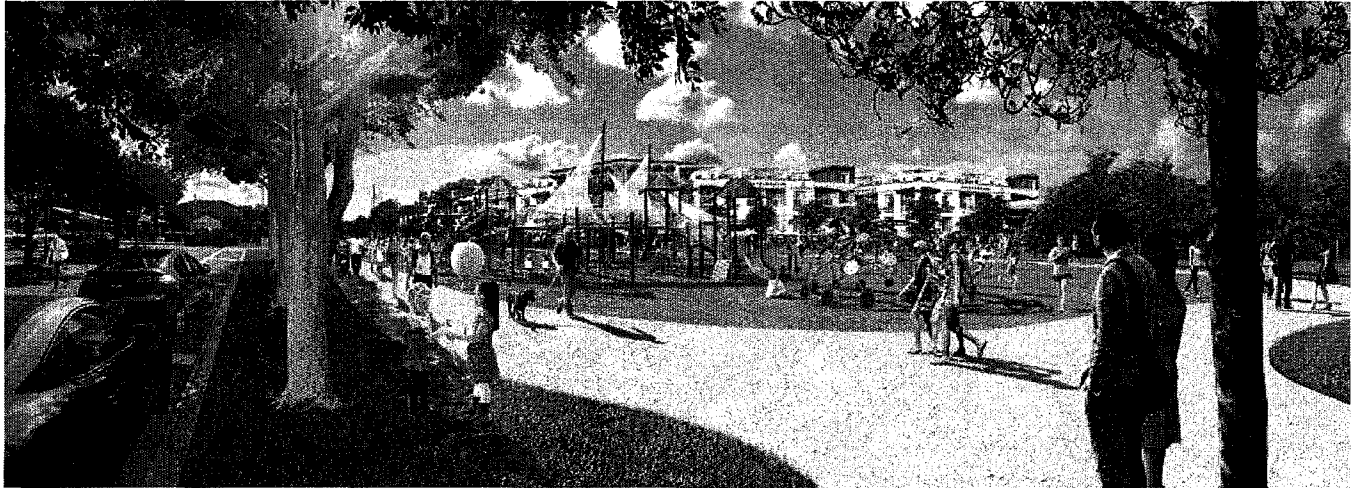
T 813.929.2760

COST \$145,000 (fee)

DURATION 2014-Ongoing



TAMARAC PARKS AND RECREATION SYSTEM MASTER PLAN



CLIENT City of Tamarac

CONTACT

Greg Warner, Parks and Recreation Director

8601 W Commercial Blvd.
Tamarac, FL 33321-2401

E greg.warner@tamarac.org

T 954.718.1782

COST \$140,000 (fee)

DURATION 2014-2015

AECOM worked with the Parks Department to complete the Parks and Recreation System Master Plan. Highlights of the plan included a needs assessment, recommendations for improvements to existing parks, the addition of park lands, and conceptual master plans illustrating the development of a proposed improvements and enhancements.

MIAMI-DADE COUNTY RECREATION NEEDS ASSESSMENT

CLIENT Miami-Dade County

CONTACT

Eric Hansen, Strategic Recreation Planning Section Supervisor

275 NW 2nd Street, 4th Floor
Miami, FL 33128

E erich@miamidade.gov

T 305.755.7831

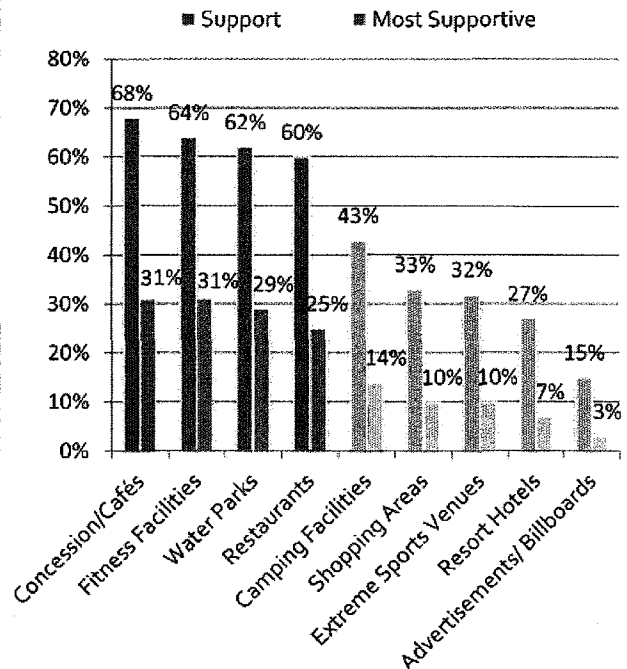
COST \$275,000 (fee)

DURATION 2013-2014

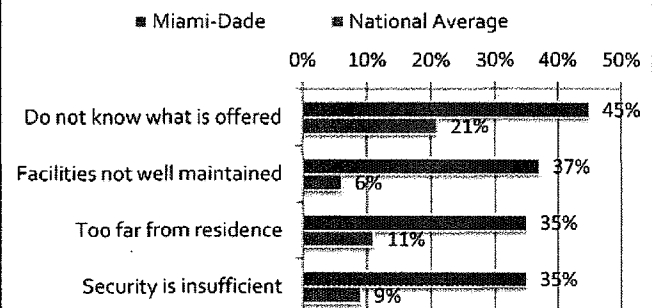
AECOM worked with Miami-Dade County to conduct a county-wide needs assessment as a follow-up to a park and open spaces master plan completed in 2008 by AECOM which developed "A 50 Year, Unifying Vision for a Livable, Sustainable Miami-Dade County Through the Parks Window". Documenting the recreational needs and priorities of Miami-Dade County, a county of over 2.6 million residents, required a detailed approach to sample over 70 distinct neighborhoods. This survey constitutes one of the largest statistically valid park and recreation focused survey ever conducted in the United State.



Support for Private Business Opportunities Within Parks



Reasons that Prevent Residents from Using Parks, Trails and Programs More Often



FORT LAUDERDALE PARKS AND RECREATION LONG-RANGE STRATEGIC PLAN

CLIENT City of Fort Lauderdale

CONTACT

Phil Thornburg, Parks and Recreation Director

1350 West Broward Blvd.

Ft. Lauderdale, FL 33312

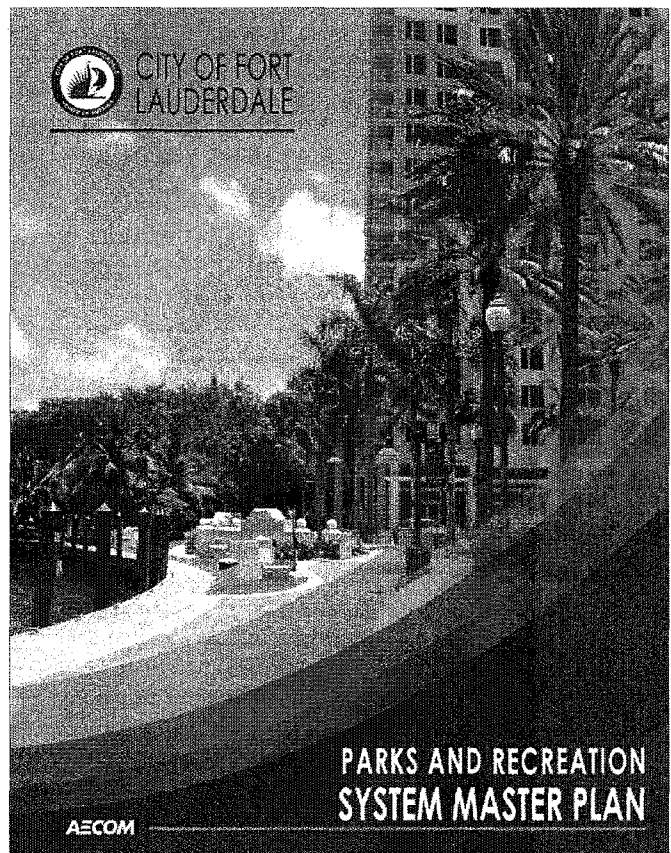
E pthornburg@fortlauderdale.gov

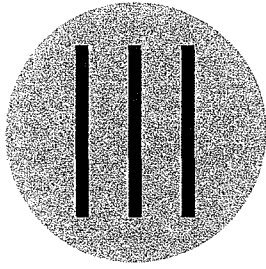
T 954.828.5348

COST \$240,000 (fee)

DURATION 2007-2008

AECOM (formerly Glatting Jackson) prepared a Long Range Strategic Plan for the City of Fort Lauderdale Park and Recreation System. Key components of the plan include: an Inventory and Assessment of the existing system, community involvement, comparative analysis, and a long range strategic plan document.





STAFFING PLAN



STAFFING PLAN

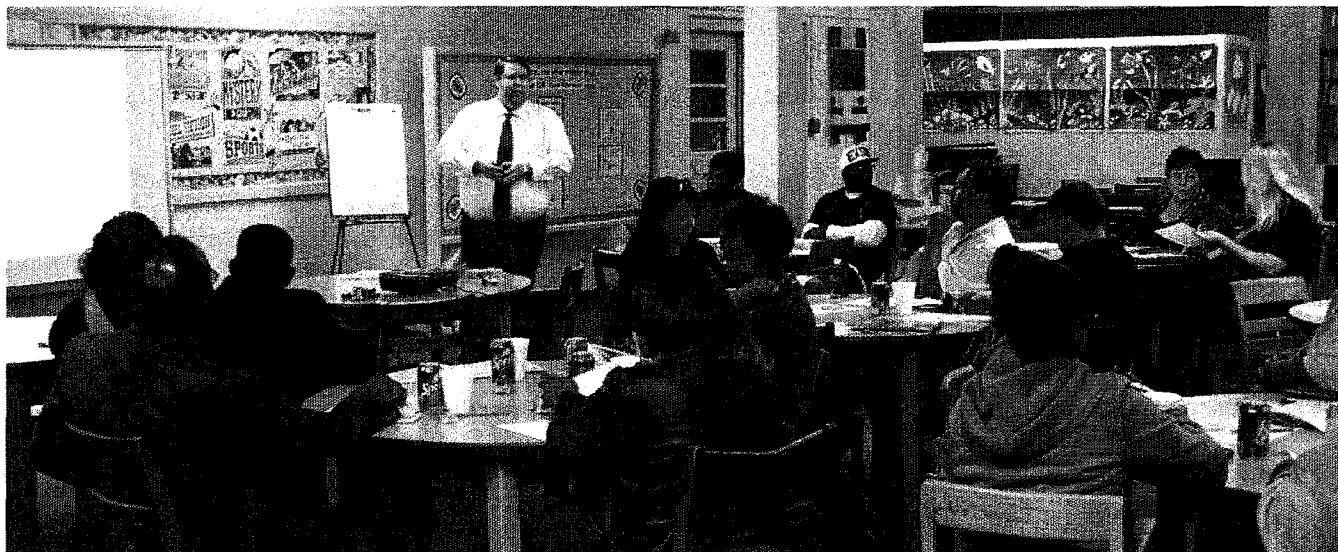
1. RESUMES

For this submittal, we have assembled a team expertly qualified to provide City of Coral Gables the most innovative and implementable master plan.

Our Project Director, **Joe Webb**, works in AECOM's Coral Gables office and has first-hand knowledge of the city. With over 30 years of experience, both in public administration in the Park and Recreation industry as well as in the consultancy business, Joe will provide the City of Coral Gables with expert experiences in developing an implementable master plan.

Our Project Manager, **Nick Kuhn**, has worked with Miami-Dade County as the lead PM for over six years providing park planning services on needs assessments, park master plans, trail planning and design guidelines and recreation planning. In addition, Nick has led numerous park and recreation system plans for some of the most livable communities in the United States including, Fort Lauderdale, Buckhead, Atlanta, Raleigh, North Carolina and Arlington County, Virginia.

2. WORKLOAD



Proposed Project Manager Nick Kuhn leads a public workshop for a parks and recreation master plan at an area school.

The City can be assured that we will be able to meet your scheduling, time, and budget expectations and our client references can attest to this. The AECOM team is able to commit the time required to respond to the City's needs in a timely fashion. Based on our current and anticipated workload, we anticipate that our key personnel will be able to commit 30-50% of their time to the City of Coral Gables Community Recreation Master project.

3. WORKING WITH OTHER DISCIPLINES

As a fully integrated professional and technical services firm, our staff includes architects, landscape architects, engineers, designers, planners, scientists and management and construction services professionals – being multi-disciplinary is an integral part of how our firm operates. While we do work at all sizes and scales that may involve any variety of disciplines directly, we always have that network of resources that have often provided information that has saved time and resources on a project. Additionally, AECOM is often a prime partner on projects, working with an array of other professionals, both as a part of our team and other consultants working in the same area. When embarking on a new project, our team always assesses the necessary scheduling and communication involved with bringing many entities together.



Opening of Trails and Tails Dog Park in Doral, FL. AECOM also developed the City of Doral Parks and Recreation Master Plan.

4. LICENSES/REFERENCES

State of Florida Department of State

I certify from the records of this office that AECOM TECHNICAL SERVICES, INC. is a California corporation authorized to transact business in the State of Florida, qualified on August 21, 1995.

The document number of this corporation is F95000004014.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on May 27, 2015, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of June, 2015



Ken Ditzman
Secretary of State

Tracking Number: CU4099802930

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

RICK SCOTT, GOVERNOR STATE OF FLORIDA KEN LAWSON, SECRETARY
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LC26000365
The LANDSCAPE ARCHITECT BUSINESS
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2015



AECOM TECHNICAL SERVICES, INC.
515 SOUTH FLOWER STREET,
SUITE 1050
LOS ANGELES CA 90071



State of Florida

Board of Professional Engineers

Attests that
AECOM Technical Services, Inc.



is authorized under the provisions of Chapter 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer, as authorized under Chapter 471, Florida Statutes.

Expiration: 2/28/2017
Audit No: 228201702357

CA Lic. No:
8115

RICK SCOTT, GOVERNOR STATE OF FLORIDA KEN LAWSON, SECRETARY
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LA8667066
The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2015



KUHN, NICHOLAS DAVID
1407 GOVERNORS CT.
RALEIGH NC 27604



License Information
Name: WEBB, JOSEPH JOHN (Primary Name)
Main Address: 325 SOUTH BISCAYNE BLVD.
UNIT # 4324
MIAMI Florida 33131
Country: DADE
License Mailing:
License Location:

License Information
License Type: Registered Landscape Architect
Rank: Landscape Arc
License Number: LA0666766
Status: Current, Active
License Date: 12/03/2004
Expires: 11/30/2015

National Recreation and Park Association

Let it be known that

Ken Ballard

has met the requirements of the Standards set forth by the
National Certification Board
and is hereby granted certification as a
Certified Park and Recreation Professional

Edna Hill
President
William J. Ditzman
President



3/2/14

55220

3/1/16



REFERENCES

City of Coral Gables

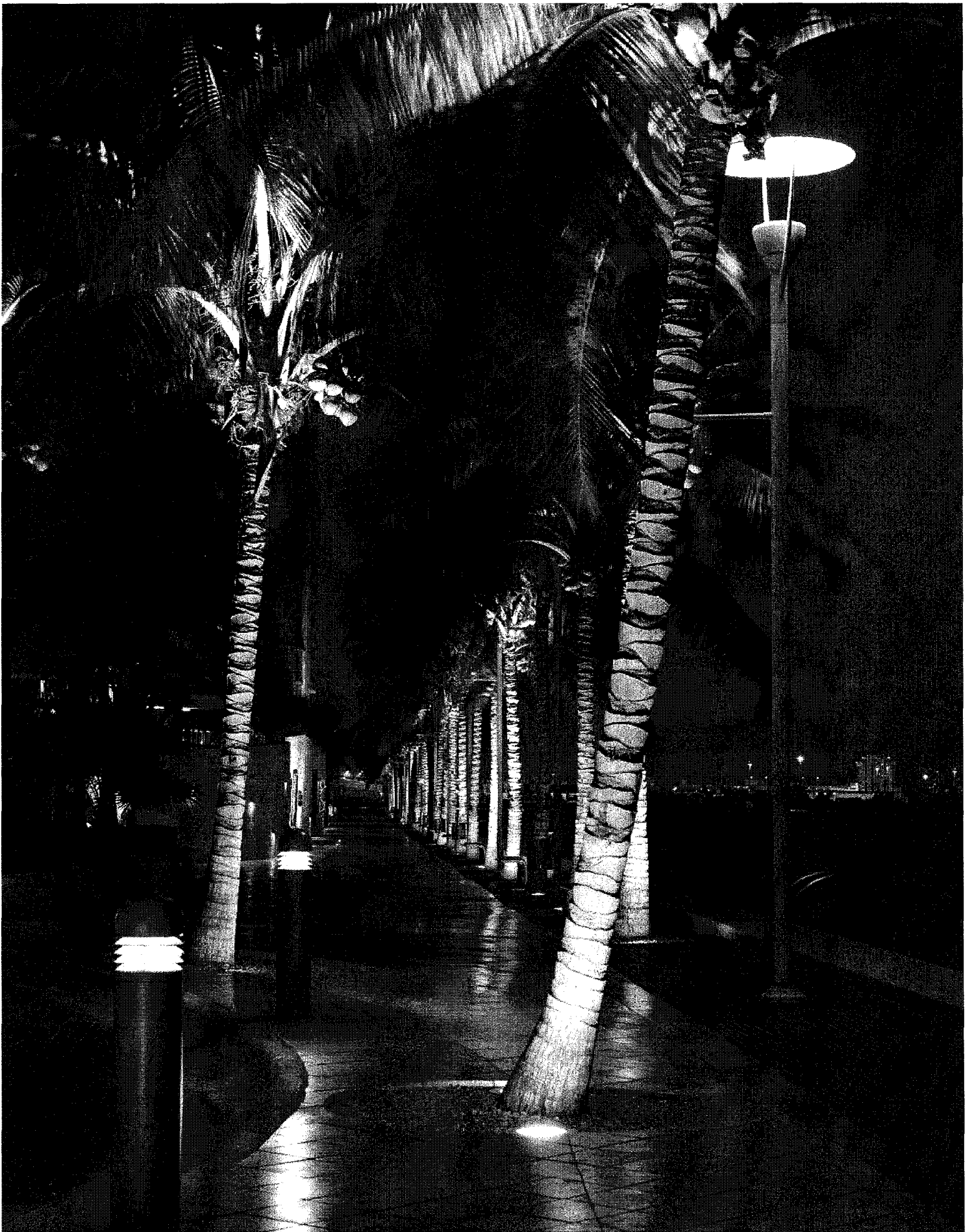
Ernesto Pino
Assistant Public Works Director
City of Coral Gables
2800 SW 72nd Ave
Miami, FL 33155
(305) 460-5004
epino@coralgables.com

Miami-Dade County Parks, Recreation and Open Spaces Department

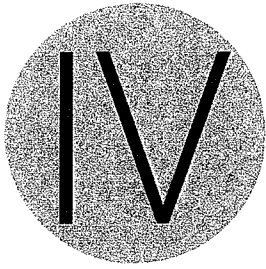
Mark Heinicke, RLA
Park Planner III
Miami-Dade County Parks, Recreation and Open Spaces
Department
275 NW 2nd Street
Miami, FL 33128
(305) 755-7811
MHEINIC@miamidade.gov

City of Raleigh Parks, Recreation and Cultural Resources Department

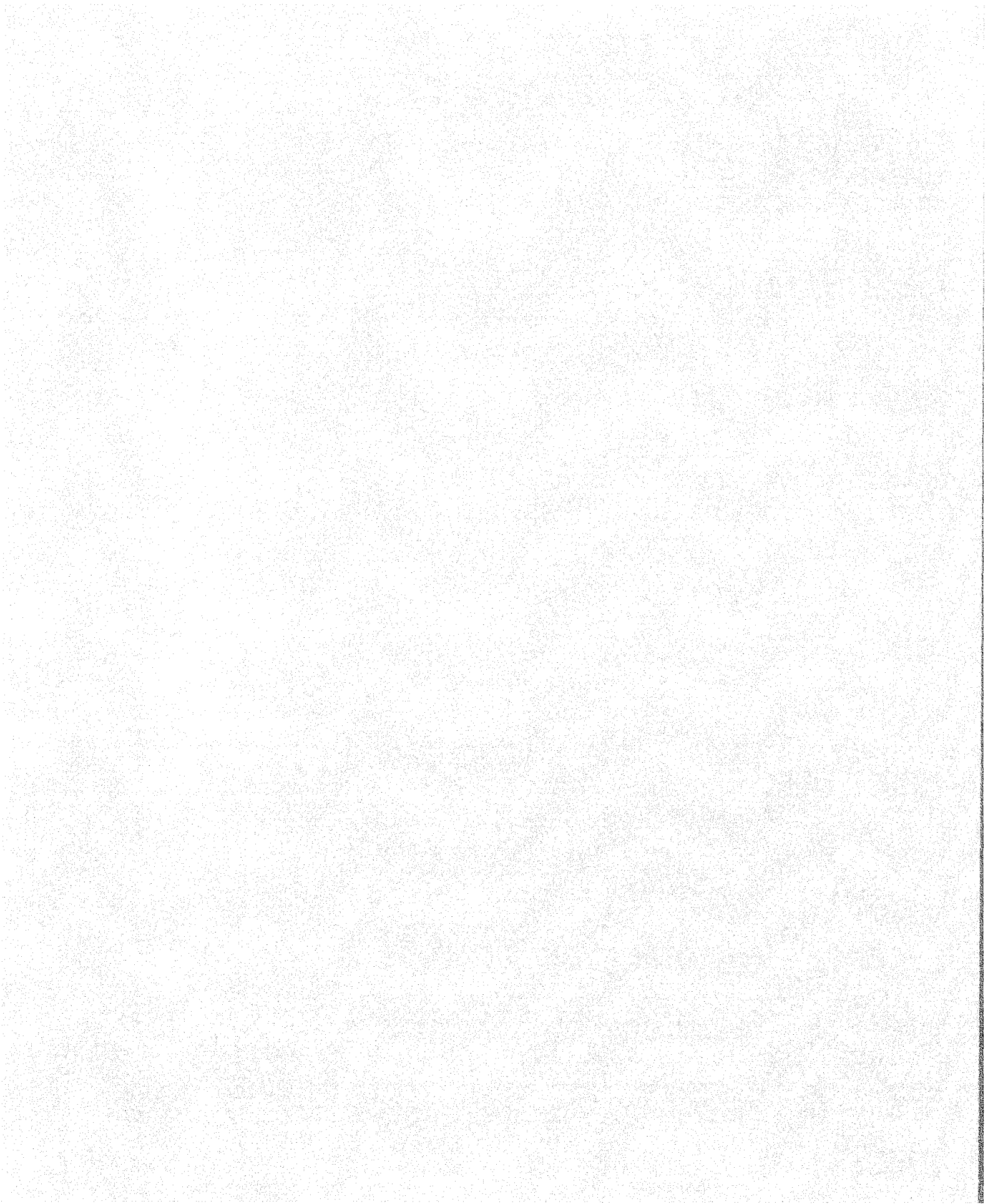
Cassie Schumacher-Georgopoulos, Senior Park Planner
City of Raleigh Parks, Recreation and Cultural Resources
Department
PO Box 590
Raleigh, NC 27602
(919) 996-4797
cassie.schumacher-georgopoulos@raleighnc.gov



One Miami Riverwalk, FL



PROJECT CONTROL EXPERIENCE



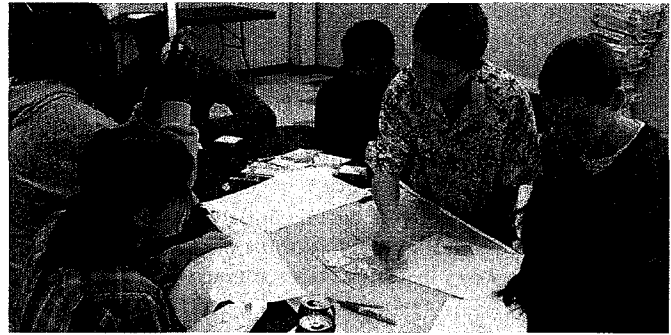
IV PROJECT CONTROL EXPERIENCE

1. PUBLIC OUTREACH PLAN

AECOM employs a robust public outreach process as a part of our parks and recreation master planning process that is open, transparent and inclusive. Our process is openly engages a wide cross section of community users and stakeholders, including staff, elected officials, seniors, youth, families, schools, business leaders, arts and cultural groups, sports leagues, special interest groups and others who have a stake in the community's parks and recreation system. We use a variety of innovative techniques to engage community participants in the master planning process, including workshops, surveys, interviews, focus groups, charrettes, public events, social networking, open houses and others. Finally, we construct our findings and conclusions based on each step of the planning process so the public and stakeholders can easily understand how their input is integrated into our recommendations. This open and transparent process results in a final master plan being fully vetted by the public and elected officials and celebrated as the 'People's Plan' for the park and recreation system.

For the City of Coral Gables Community Recreation Plan it is our intent to use a variety of public participation methods including, but not limited to:

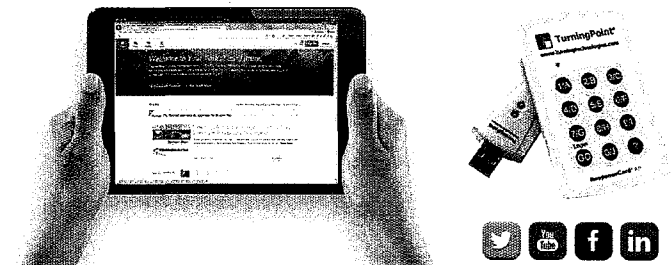
- Focus Groups / Stakeholder Interviews / Community Meetings
- Statistically Valid Survey
- Online Survey
- Public Workshops
- Public Engagement Website / mySidewalk
- City Website
- Presentations
- Press Releases / Handout Materials



Focus group meeting



Examples of project business cards for public outreach



TurningPoint interactive audience response system

2. SIMILAR INITIATIVES

AECOM has been providing Recreation and Park Master Plans to communities throughout the United States for over thirty years. To date we have developed visionary city-wide and countywide plans for over 80 communities, and have become regarded as one the leading experts in Parks and Recreation System Planning in the United States. We also continuously refine and improve our methodology and approach through research, writing and lecturing. Following is a partial list of our Parks, Recreation and Open Space Plans developed by the AECOM team members:

TOWNS AND CITIES:

- City of Fort Lauderdale Parks and Recreation System Master Plan — Ongoing
- City of Fort Myers Parks and Recreation Master Plan Update — Ongoing
- Pasco County, FL Parks and Recreation Master Plan — 2015
- City of Tamarac, FL Parks and Recreation Master Plan — 2015
- Washington DC Parks and Recreation Master Plan — 2015
- City of Rocky Mount, NC Parks and Recreation Master Plan — 2015
- City of Raleigh, NC Parks & Recreation System Plan — 2014
- City of Gainesville, FL Parks, Recreation and Cultural Affairs Master Plan — 2012
- City of Norfolk, VA, Recreation Master Plan — 2012
- City of Lenexa, KS Parks, Recreation and Open Space Comprehensive Plan — 2012
- NoMA Public Realm Plan, Washington DC — 2012
- Columbia Pike Open Space Plan, Alexandria VA— 2011
- City of Sunrise, FL Needs Assessment — 2011
- Buckhead, GA Green Space Action Plan — 2011
- Doral, FL Parks and Recreation System Master Plan — 2010
- Galveston TX, East End Lagoon Preserve Master Plan — 2010
- City of Orlando, FL Families, Parks and Recreation Vision Plan — 2010
- San Francisco, CA Mission Bay Public Parks Program — 2010
- Washington, D.C., Capital Space Parks and Open Space Comprehensive Plan — 2010
- Wilton Manors, FL Parks, Recreation Open Space Master Plan — 2010

- Aiken, SC Open Space Element for the Comprehensive Plan — 2009
- Atlanta, GA Atlanta Beltline Redevelopment and Land Use
- Alpharetta, GA Recreation and Parks Masterplan — 2009
- Ft. Lauderdale FL, Parks and Long Range Strategic Plan — 2009
- Marana, AZ Comprehensive Parks, Trails, and Open Space — 2009
- San Diego, CA Downtown Parks and Recreation Needs Assessment — 2009
- Haines City, FL Parks and Open Space System Master Plan — 2008
- Jacksonville, FL Downtown Pedestrian and Open Space Master Plan I 2008
- North Miami Beach, FL Parks System Master Plan — 2008
- Oviedo, FL Parks and Recreation System Master Plan — 2008
- Palm Bay, FL Parks and Recreation System Master Plan — 2008
- Palm Coast, FL Parks and Recreation System Master Plan — 2008
- Ft. Myers, FL Bicycle and Pedestrian Plan — 2007
- Ft. Myers, FL City-Wide Parks and Recreation Needs Assessment — 2006

COUNTIES & REGIONS:

- Gwinnett County, GA Parks and Recreation Master Plan — 2013
- Seminole County, FL Parks and Recreation Master Plan — 2013
- Pasco County, FL Parks and Recreation Master Plan — 2015
- Okeechobee County, FL Parks System Master Plan — 2009
- Miami-Dade County, FL Parks and Open Space Master Plan — 2008
- Orange County, FL Trails Master Plan — 2008
- Martin County, FL Parks and Recreation System Master Plan — 2005
- Osceola County, FL Parks System Master Plan — 2005
- Palm Beach County, FL Northeast Everglades Natural Areas Master Plan — 2005
- Pinellas County, FL Recreation, Open Space and Culture System Master Plan — 2005

3. MOVING PROJECTS FORWARD WITH MINIMAL IMPACT



Kissimmee Lakefront Park, FL.

AECOM uses a variety of techniques to maintain project schedules, and we're known for our customer focus and responsiveness. All of the techniques underscore the need for frequent and meaningful communications between all parties involved in the project. Part of our responsiveness is considering how to implement projects while minimally impacting the community. Often this is accomplished as we engage in other proven techniques in successful project management —

- Kickoff workshops
- Detailed project schedule
- Pre-scheduled milestones
- Interim submittal dates
- Review periods and presentations
- Bi-weekly status conference calls or meetings
- Interim presentations and discussions
- Monthly status reports tied to invoices.

4. SUCCESSFUL PROJECTS

AECOM is known for our expertise in Public Process Facilitation. Nicholas Kuhn, our lead facilitator and planner, has recently facilitated community planning processes for the following communities:

- City of Raleigh
- City of Rocky Mount
- Miami-Dade County
- Arlington County, Virginia

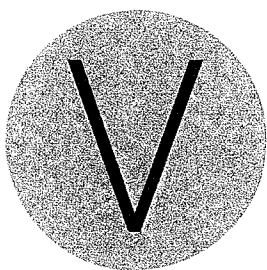
AECOM's facilitation philosophy and techniques are simple:

- Be transparent and true to the role of facilitator
- Be respectful and listen well to all participants
- Create a safe, fun and energized environment
- Design exercises to be interesting, entertaining and informative
- Build on the findings and results of each previous exercise
- Assure equal opportunity for participation
- Stay on time, on task and on schedule
- Take time outs if needed to address new issues or to re-focus the discussion
- Regularly check in with the group to make sure that we are on task
- Incorporate food and music whenever possible!



5. WILLINGNESS TO WORK WITH OTHER CONSULTANTS

AECOM is willing to work with other City of Coral Gables consultants and embraces the opportunities provided through those collaborations to provide the utmost benefit to the city. As described in Section III, working across disciplines is part of our core philosophy. This includes disciplines within AECOM and with other consultants. We know that the success of any projects relies on knowing all of its moving parts, communication and coordination with the City and with other consultants. We pride ourselves on being flexible and cooperative. In one of our current projects with the City of Fort Lauderdale we have actively engaged with multiple other city consultants currently performing work with the City, including real estate specialists, architects, landscape architects and other specialists. This cooperation is maximizing the City's efforts to advance all of their City initiatives.



REQUIRED FORMS



REQUIRED FORMS

This section contains the following requested forms and documentation for RFQ No. 2015.09.24.

- Consultant's Affidavit
- Schedule A Certificate of Consultant
- Schedule B Non-Collusion/Contingent Fee Affidavit
- Schedule C Vendor Drug-Free Statement
- Schedule D Consultant's Qualification Statement
- Schedule E Statement of No Response
- Schedule F Code of Ethics, Conflict of Interest, Code of Silence
- Schedule G Disability Nondiscrimination Statement
- Schedule H Public Entity Crimes
- Schedule I Acknowledgement of Addenda
- Required Cover Sheet and Check List When Evidencing Insurance
- Respondent Acknowledgement
- Qualifications Submittal Requirement and Checklist
- Certificate of Authority (Evidence of Authority to Sign)
- RFQ Submission Checklist
- PSA Agreement

CONSULTANT'S AFFIDAVIT

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this RFQ Schedules A through I shall be relied upon by Owner awarding the contract and such information is warranted by Consultant to be true and correct. The discovery of any omission or misstatements that materially affects the Consultant to perform under the contract shall cause the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as *(Owner, Partner, Officer, Representative or Agent of the Consultant that has submitted the attached Response)*. Schedules A through I are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – CERTIFICATE OF CONSULTANT
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – CONSULTANT'S QUALIFICATION STATEMENT
- SCHEDULE E – STATEMENT OF NO-RESPONSE
- SCHEDULE F – CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE
- SCHEDULE G – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE H – PUBLIC ENTITY CRIMES
- SCHEDULE I – ACKNOWLEDGEMENT OF ADDENDA

This affidavit is to be furnished to the City of Coral Gables with its RFQ response. It is to be filled in, executed and notarized by the Consultant. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the Response.

STATE OF Florida

COUNTY OF Orange

On this 13 day of October, 2015, before me the undersigned Notary Public of
the State of Florida, personally appeared Randy Mejeur
(Name(s) of individual(s) who appeared before Notary)

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's
execution.

Laura Garcia
NOTARY PUBLIC, STATE OF Florida

Laura Garcia
(Name of notary Public; Print, Stamp or
Type as Commissioned.)

Personally know to me, or Produced
Identification:

(Type of Identification Produced)

NOTARY PUBLIC
SEAL OF OFFICE:



SCHEDULE "A" CITY OF CORAL GABLES - CERTIFICATE OF CONSULTANT

Neither I, nor the above firm, I here represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the Principal
(*Owner, Partner, Officer, Representative or Agent*)
of the Consultant that has submitted the attached Response.
2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Consultant's officers or employees are employed by the City, indicate name and relationship below.

Name: None Relationship: _____

Name: _____ Relationship: _____

1. No lobbyist or other consultant is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I hereby certify that the company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

SCHEDULE "E" CITY OF CORAL GABLES – STATEMENT OF NO-RESPONSE**NOT APPLICABLE**

NOTE: If you do not intend to propose on this RFQ, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Respondents for the City of Coral Gables. Please indicate Statement of Qualifications name and number on the outside of the envelope.

MAIL TO: CITY OF CORAL GABLES
2800 S.W. 72nd AVENUE
MIAMI, FL 33155
ATTN: PROCUREMENT DIVISION

We, the undersigned have declined to respond for the following reason:

_____ Insufficient time to respond to the Request from Statement of Qualifications.

_____ We do not offer these services or an equivalent.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirements.

_____ Specifications unclear (explain below).

_____ Unable to meet insurance requirements.

_____ Other (specify below)

REMARKS:

COMPANY NAME:

SIGNATURE:

ADDRESS:

TELEPHONE NO.

EMAIL ADDRESS:

SCHEDULE "F" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT LINKS, ORDINANCE NO. 2009-53; SEC 2-1055; SEC 2-677; AND SEC 2-1059, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION NO. 2015.09.24

SCHEDULE "G" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

I, being duly first sworn state: **AECOM Technical Services, Inc.**

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "H" CITY OF CORAL GABLES - SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define 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 of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

4. 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 Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. 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.]**

☒ 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 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. However, there has been 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]

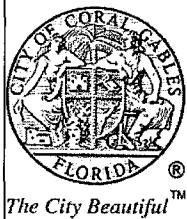
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM 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.

SCHEDULE "I" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

Request for Qualifications (RFQ) No 2015.09.24

1. The undersigned agrees, if this RFQ is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFQ and Contract Documents within the Contract time indicated in the RFQ and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Qualifications.

Addendum No. 1 Date 10/8/2015Addendum No. Date Addendum No. Date Addendum No. Date Addendum No. Date Addendum No. Date



CITY OF CORAL GABLES REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related insurance documents are available @ www.coralgables.com. Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

◀◀◀ THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY ▶▶▶

Full Legal Name (as shown on the agreement or permit with the City):	Per 4.6.1 Insurance Requirements,
City Department (that you are working with or that is issuing a permit):	prior to award, AECOM will provide
City Employee (contract manager or employee issuing permit):	the City with evidence of insurance
The name & phone # of the individual who completed this check list:	coverage as required, and name
The date this check list was completed in its entirety:	the City as Additional Insured.

☐ **A Certificate of Insurance is attached and the following information is contained therein:**

- ☐ The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
- ☐ The Certificate Holder section of the Certificate of Insurance reads as follows:
City of Coral Gables • Insurance Compliance
PO Box 12010 - CE • Hemet, CA 92546-8010
- ☐ The special provisions section of the Certificate of Insurance contains language affirming that;
 - 1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
 - 2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
 - 3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY

☐ **Copies of the following Commercial General Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☐ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

☐ **Copies of the following Automobile Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☐ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

☐ **Copies of the following Workers Compensation Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

CITY OF CORAL GABLES, FL
 2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department / Procurement Division
 Tel: 305-460-5103 / Fax: 305-261-1601

RESPONDENT ACKNOWLEDGEMENT

RFQ TITLE: COMMUNITY RECREATION MASTER PLAN	Qualification Statements must be received prior to 2:00 p.m., Thursday, October 15, 2015 and may not be withdrawn for a period of up to 120 calendar days after opening. Proposals received by the date and time specified will be opened in the Procurement Office located at 2800 SW 72 nd Avenue, Miami, FL 33155. All proposals received after the specified date and time will be returned unopened.
RFQ No. 2015.09.24 A cone of silence is in effect with respect to this RFQ. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.	Contact: Margie Gomez Title: Contract Specialist Telephone: 305-460-5102 or 305-460-5103 Facsimile: 305-261-1601 Email: contracts@coralgables.com mgomez@coralgables.com

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE QUALIFICATIONS SUBMITTAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING

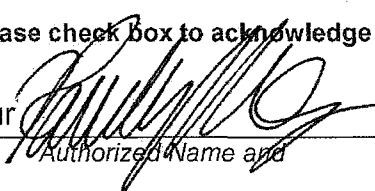
Respondent Name: AECOM Technical Services, Inc.	FEIN or SS Number: 95-2661922
Complete Mailing Address: 800 S. Douglas Rd, North Tower, 2nd Floor Coral Gables, Florida 33134	Telephone No.: (305) 444.4691
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Cellular No.: Fax No.: (305) 447.3580
Bid Bond / Security Bond (if applicable) <u>N/A</u> %	Email: Randy.Mejeur@aecom.com

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFQ SUBMITTAL FORMS, INSURANCE, ADDENDUM(S) ACKNOWLEDGEMENT AND ALL PAGES OF THE RFQ DOCUMENT MAY RENDER YOUR RFQ NON-RESPONSIVE.

THE RESPONDENT CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFQ DOCUMENTS AND THAT THE RESPONDENT HAS MADE NO CHANGES IN THE RFQ DOCUMENT AS RECEIVED. THE RESPONDENT FURTHER AGREES IF THE RFQ IS ACCEPTED, THE RESPONDENT WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE RESPONDENT AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFQ PERTAINS. FURTHER, BY CHECKING THE AGREE BOX LISTED BELOW AND BY SIGNING BELOW PREFERABLY IN **BLUE INK**. ALL RFQ PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS RFQ FOR THE ABOVE RESPONDENT.

Agree ☒ (Please check box to acknowledge this solicitation)

Randy Mejeur



Principal

Title

10/13/15

Date

QUALIFICATIONS SUBMITTAL REQUIREMENTS AND CHECK LIST**RFQ 2015.09.24**

Please provide the **PAGE NUMBER** in the blanks provided as to where compliance information is located in your Qualifications Submittal for each of the **REQUIRED SUBMITTAL ITEMS** listed below.

THE STATEMENT OF QUALIFICATIONS SHOULD BE ORGANIZED AS INDICATED AND ADEQUATELY ADDRESS EACH CRITERIA. PLEASE PROVIDE THE PAGE NUMBER IN THE BLANKS PROVIDED WHERE COMPLIANCE INFORMATION IS LOCATED IN YOUR QUALIFICATION STATEMENT FOR EACH OF THE REQUIRED SUBMITTAL ITEMS LISTED BELOW:

Submittal - Section I:

- 1) **Title Page:** Show the RFQ number and subject, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- 2) Provide a **Table of Contents** in accordance with and in the same order as the respective "Sections" listed below. 5

Submittal - Section II: Firm Qualifications

- 1) Provide a complete company background and history, including, but not limited to: the number of years in business, credentials, licenses, number of employees, an organizational chart identifying key staff members, their level of responsibility, their job titles and how long they have been with the firm. (**Submit Standard Form 330, Architect-Engineer Qualifications**)
9
- 2) Clearly identify office locations for the following: 37
 - a. Office location providing primary project management
 - b. Corporate headquarters of the firm
 - c. Office location(s) for any anticipated sub-consultants
- 3) Provide a statement detailing Respondent's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. 38
- 4) Submit bank and trade references. Provide a Balance Sheet and Statement of Profit and Loss certified an independent Certified Public Accountant for the preceding two (2) calendar or fiscal years.. 39
- 5) Submit proof of the ability to obtain the required insurances with the limits specified herein.
40
- 6) Summarize proposal and firm's qualifications. Additionally, the firm may use this section to articulate why their firm is pursuing this work and how it is uniquely qualified to be awarded this solicitation. 43
- 7) Provide detailed information on five (5) of the Respondent's most recent and relevant projects similar to those described in the Specifications/Scope of Work including at least one Parks & Recreation Master Plan. Provide references for these same projects, including the following:
50

- a. Name, address, telephone number and E-mail of the owner
- b. Name, address, telephone number and E-mail of the owner's Project Manager
- c. Name, location and address of project
- d. Description of work
- e. Contract start and completion date
- f. Project dollar amount
- g. Detailed information on any additional services provided, including the reason, cost and description.
- h. Copies of each full report

Submittal - Section III: Staffing Plan

- 1) Provide resumes and relevant background information for the company's key personnel (including owner(s), project manager, supervisors, field representatives, field inspectors and other technical personnel), including experience with similar projects. 55
- 2) Provide the current and future workload of the assigned staff to indicate their availability to perform and successfully complete the project. 56
- 3) Provide a statement detailing the Respondent's expertise and experience in working with other disciplines, including coordination with other design professionals and consultants. 57
- 4) Provide qualifications, licenses and references for proposed key staff. 58

Submittal - Section IV: Project Control Experience

- 1) Provide a section indicating how the Respondent intends to positively and innovatively work with the community to move this project with multiple stakeholders from the conceptual stage into a clearly defined project that may be designed and constructed, to include public outreach plan 61
- 2) Provide specific examples of similar initiatives that the Respondent has successfully undertaken with other public entities completed on-time and within budget. 62
- 3) Describe Respondent's ability and experience with moving the project along while minimizing the impact on the community. 63
- 4) Describe Respondent's ability to successfully deliver similar projects that have significant community and business involvement 64
- 5) Describe respondent's willingness to work with other consultants designated by the City. 65

RESPONDENT IS TO INITIAL IN THE SPACES BELOW, ACKNOWLEDGING COMPLIANCE

Schedules A, B, C, D, E, F, G, H, and I have been filled out, signed and notarized, where required ✓

RFQ Submission Checklist has been filled out and included ✓

Failure to complete (include page numbers) and submit checklist and documents required hereunder may render your RFQ response non-responsive and constitute grounds for rejection.


Initial



AECOM
Post Montgomery Center
One Montgomery Street
Suite 900
San Francisco, CA 94104

415 896 5858 tel
415 382 9261 fax

CERTIFICATE OF AUTHORITY

I, Carol F. Brandenburg-Smith, the undersigned, do hereby certify that I am the Assistant Secretary of AECOM Technical Services, Inc., a California corporation (the "Corporation"), and that the Amended and Restated Corporate Bylaws of the Corporation, effective June 15, 2010, provide that:

Any officer of the corporation holding the title of senior vice president or higher, or any other person designated by resolution of the board of directors, may execute contracts or other legal instruments on behalf of the corporation or its divisions. Unless so authorized by the board, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

I further certify that as of August 27, 2015, the Board of Directors of the Corporation, by unanimous action, duly adopted a resolution authorizing Agustin "Gus" Barrera, of the corporation, to sign any and all contracts or amendments to contracts on behalf of the corporation.

RESOLVED FURTHER, that Mr. Barrera's term of office shall continue at the pleasure of the Board or until employment with the Corporation or an affiliate shall cease.

I do further certify that the above resolution has not been amended or revoked and is now in full force and effect.

Witness my hand and seal of the Corporation this 9th day of October 2015

A large, stylized handwritten signature in black ink.

Carol F. Brandenburg-Smith, Assistant Secretary
AECOM Technical Services, Inc.

SECTION 6
REQUEST FOR QUALIFICATIONS SUBMISSION CHECKLIST
RFQ 2015.09.24

-- NOTICE --

BEFORE SUBMITTING YOUR RFQ, MAKE SURE YOU

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | 1. Carefully the RFQ, and provide the page number in the blanks provided where compliance information is located in your Qualification Statement for each of the required submittal items. |
| <input checked="" type="checkbox"/> | 2. Carefully read the SCOPE OF WORK and then properly fill out the RFQ SHEET CERTIFICATION PAGE (Schedule "A"). |
| <input checked="" type="checkbox"/> | 3. Fill out the NON-COLLUSION AFFIDAVIT (Schedule "B") |
| <input checked="" type="checkbox"/> | 4. Carefully read VENDOR DRUG FREE STATEMENT (Schedule "C"). |
| <input checked="" type="checkbox"/> | 5. Complete RESPONDENT'S QUALIFICATION STATEMENT (Schedule "D"). |
| <input type="checkbox"/> NA | 6. Complete STATEMENT OF NO RESPONSE (Schedule "E") if applicable. |
| <input checked="" type="checkbox"/> | 7. Carefully read and acknowledge of CODE OF ETHICS, CONFLICT OF INTEREST AND CODE OF SILENCE (Schedule "F"). <i>These can be found on the City's website, under Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53; Sec 2-1055; Sec 2-677; and Sec 2-1059, respectively.</i> |
| <input checked="" type="checkbox"/> | 8. Complete, sign and have notarized American with Disabilities Act (ADA) Non-Discrimination Statement (Schedule "G"). |
| <input checked="" type="checkbox"/> | 9. Complete the Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, On Public Entity Crimes (Schedule "H"). |
| <input checked="" type="checkbox"/> | 10. Complete and submit Acknowledgement of Addenda (Schedule "I") if applicable. |
| <input type="checkbox"/> NA | 11. Complete, sign and have notarized LOBBYIST forms (if applicable). Forms available at www.coralgables.com , City Clerk |
| <input checked="" type="checkbox"/> | 12. Complete and submit STANDARD FORM 330, Architect-Engineer Qualifications (if applicable). |
| <input checked="" type="checkbox"/> | 13. Clearly mark the RFQ NUMBER AND RFQ NAME on the outside of your envelope. |
| <input checked="" type="checkbox"/> | 14. Submit ONE ORIGINAL and FOUR PHOTOCOPIES with ONE disk or flash drive in pdf format of your RFQ. |
| <input checked="" type="checkbox"/> | 15. Make sure your RFQ is submitted prior to the deadline. Late RFQs will not be accepted. |
| <input type="checkbox"/> NA | 16. Include Bond (if applicable). |

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR RFQ BEING DEEMED NON-RESPONSIVE; SCHEDULES "A" THRU "I" ARE TO BE RETURNED WITH YOUR RFQ (DRAW A LINE ACROSS A FORM WHICH IS NOT APPLICABLE).

AECOM TECHNICAL SERVICES, INC.

The following identifies specific terms that AECOM will want to negotiate prior to signing the Agreement with the City. AECOM believes it has captured the most significant issues; however, final review and negotiations may identify other terms that require modification to properly interface with the terms negotiated below, or otherwise.

Contracting Basis

Payment Terms: AECOM proposes monthly invoicing and that payment of all amounts, except those disputed in good faith, would be made net thirty (30) days after the City's receipt from AECOM of an appropriately supported invoice.

Consequential Damages: AECOM proposes that the Agreement contain a mutual waiver of consequential damages.

Standard of Care: AECOM will perform its services in accordance with the ordinary degree of professional care prevailing in the engineering industry, as stated in Section 7.1, but not in accordance with the "highest" professional standards, as stated in Section 7.2. AECOM may rely upon and use information provided by or through the City.

Changes: AECOM will require cost and schedule relief to account for the adverse impact on its services of any changes.

Indemnification: AECOM proposes the agreement include an indemnity that complies with Florida Statute 725.08. In addition, we request the addition of Florida Statute 558 as follows: "IN ACCORDANCE WITH SECTION 558 ET SEQ OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, CITY ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF THIS AGREEMENT.

Insurance: AECOM proposes an acceptable deductible as it will provide a self-insured retention policy, and that disclosure of its policy is under strict terms of confidentiality without exposing the policy to sunshine laws. AECOM will name the City as additional insured on all required policies with the exception of Workers Compensation and Professional Liability policies, as well as provide a waiver of subrogation against the City on such policies. The City will be given written notice of any policy cancellations per the standard ISO Acord form wording and the policy provisions.

Cost and Other Opinions: Any cost opinions or estimates provided by AECOM will be on a basis of experience and judgment and AECOM does not warrant that project economics will not vary from these opinions or estimates.

Ownership: AECOM proposes that any reuse, misuse, or use of incomplete work product is at the sole risk of the City or any other third party relying on the work product.

Sovereign Immunity: AECOM requests that this article be revised as follows "The Professional acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Professional against the City other than claims arising out of this Agreement."

Conflict of Interest: AECOM agrees to disclose any conflict of interest; however, based on its volume of work throughout the state, we reserve our right to enter into agreements with various clients that do not create any known conflicts of interest.

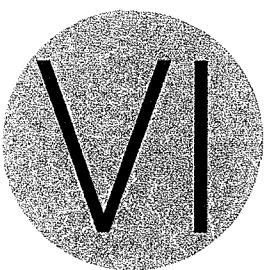
Polygraph Examinations: AECOM will agree to necessary background verifications and drug screening tests but does not agree to submit our professionals to polygraph examinations.

REF ID: A60102
2015.09.22

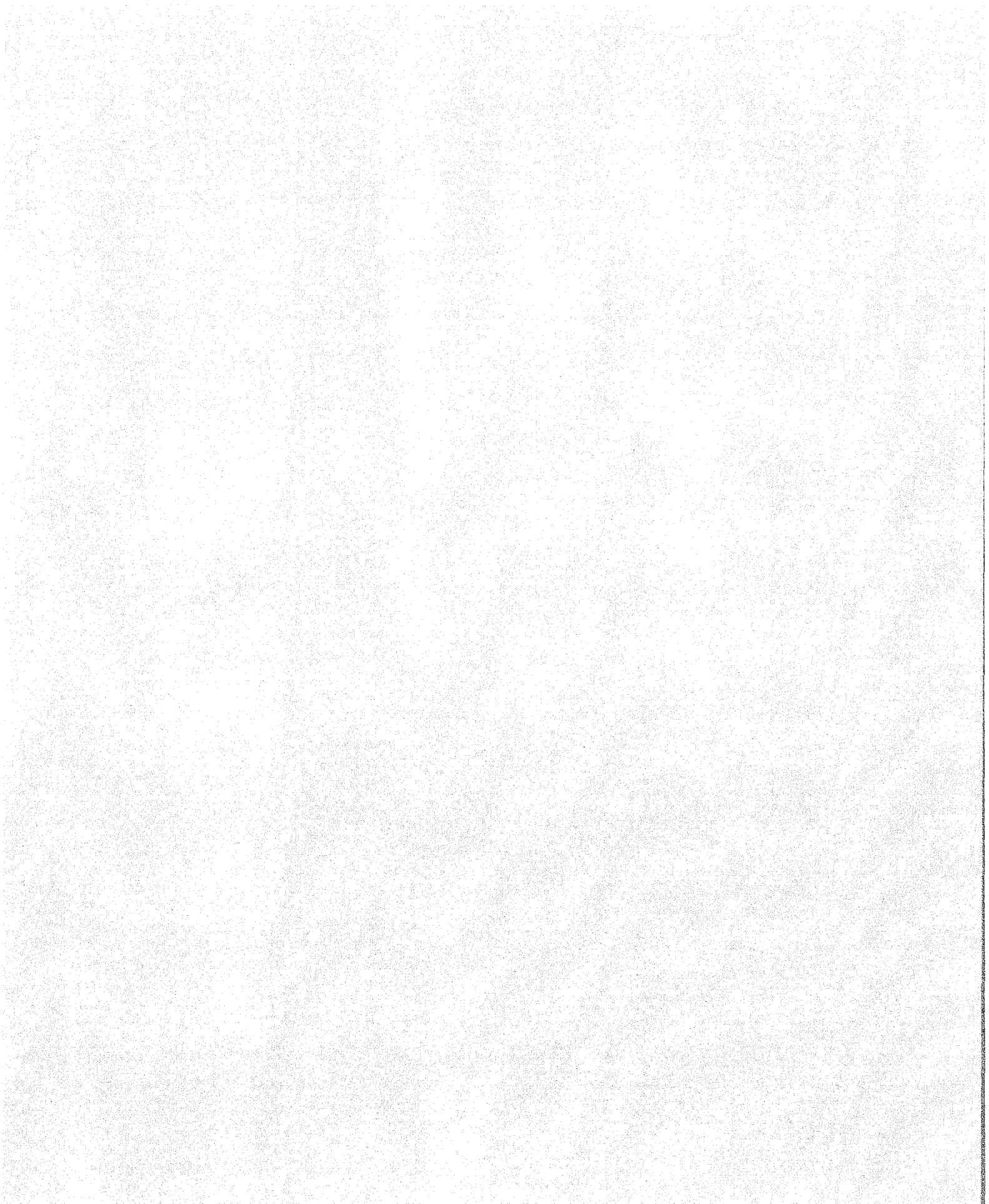
COMMUNITY RECREATION MASTER PLAN

City of Coral Gables

October 2015



APPENDIX



APPENDIX

Required financial information and a copy of the RFQ for this project are located on the following pages.

Use these links to rapidly review the document

[TABLE OF CONTENTS](#)

[ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA](#)

[Table of Contents](#)

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-K

(Mark one)

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

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014

OR

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

For the transition period from _____ to _____

Commission file number 0-52423

AECOM TECHNOLOGY CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware **61-1088522**
(State or other jurisdiction of (I.R.S. Employer
incorporation or Identification No.)
organization)

1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067
(Address of principal executive offices, including zip code)

(213) 593-8000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Exchange on Which Registered
Common Stock, par value \$0.01 per share	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: **None**

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

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

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). ☒ Yes ☐ No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

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

Large accelerated filer ☒Accelerated filer ☐Non-accelerated filer ☐(Do not check if a
smaller reporting company)Smaller reporting company ☐

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

The aggregate market value of registrant's common stock held by non-affiliates on March 28, 2014 (the last business day of the registrant's most recently completed second fiscal quarter), based upon the closing price of a share of the registrant's common stock on such date as reported on the New York Stock Exchange was approximately \$1.8 billion.

Number of shares of the registrant's common stock outstanding as of November 5, 2014: 153,821,746

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates information by reference from the registrant's definitive proxy statement for the 2015 Annual Meeting of Stockholders, to be filed within 120 days of the registrant's fiscal 2014 year end.

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AECOM Technology Corporation
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September 30, 2014

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Table of Contents**Report of Independent Registered Public Accounting Firm****The Board of Directors and Stockholders of AECOM Technology Corporation**

We have audited the accompanying consolidated balance sheets of AECOM Technology Corporation (the "Company") as of September 30, 2014 and 2013, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the three years in the period ended September 30, 2014. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of AECOM Technology Corporation at September 30, 2014 and 2013, and the consolidated results of its operations and its cash flows for each of the three years in the period ended September 30, 2014, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, present fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), AECOM Technology Corporation's internal control over financial reporting as of September 30, 2014, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) and our report dated November 17, 2014 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Los Angeles, California
November 17, 2014

Table of Contents**Report of Independent Registered Public Accounting Firm****The Board of Directors and Stockholders of AECOM Technology Corporation**

We have audited AECOM Technology Corporation's (the "Company") internal control over financial reporting as of September 30, 2014, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) (the "COSO criteria"). AECOM Technology Corporation's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, AECOM Technology Corporation maintained, in all material respects, effective internal control over financial reporting as of September 30, 2014, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of AECOM Technology Corporation as of September 30, 2014 and 2013, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the three years in the period ended September 30, 2014 and our report dated November 17, 2014 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Los Angeles, California
November 17, 2014

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AECOM Technology Corporation

Consolidated Balance Sheets

(in thousands, except share data)

	September 30, 2014	September 30, 2013
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 521,784	\$ 450,328
Cash in consolidated joint ventures	52,404	150,349
Total cash and cash equivalents	574,188	600,677
Accounts receivable—net	2,654,976	2,342,262
Prepaid expenses and other current assets	177,536	168,714
Income taxes receivable	1,541	—
Deferred tax assets—net	25,872	19,949
TOTAL CURRENT ASSETS	3,434,113	3,131,602
PROPERTY AND EQUIPMENT—NET	281,979	270,672
DEFERRED TAX ASSETS—NET	118,038	143,478
INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES	142,901	106,422
GOODWILL	1,937,338	1,811,754
INTANGIBLE ASSETS—NET	90,238	83,149
OTHER NON-CURRENT ASSETS	118,770	118,546
TOTAL ASSETS	<u>\$ 6,123,377</u>	<u>\$ 5,665,623</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Short-term debt	\$ 23,915	\$ 29,578
Accounts payable	1,047,155	725,389
Accrued expenses and other current liabilities	964,627	915,282
Income taxes payable	—	6,127
Billings in excess of costs on uncompleted contracts	379,574	322,486
Current portion of long-term debt	40,498	54,687
TOTAL CURRENT LIABILITIES	2,455,769	2,053,549
OTHER LONG-TERM LIABILITIES	455,563	448,920
LONG-TERM DEBT	939,565	1,089,060
TOTAL LIABILITIES	3,850,897	3,591,529
COMMITMENTS AND CONTINGENCIES (Note 20)		
AECOM STOCKHOLDERS' EQUITY:		
Common stock—authorized, 300,000,000 shares of \$0.01 par value as of September 30, 2014 and 2013; issued and outstanding 96,715,797 and 96,016,358 shares as of September 30, 2014 and 2013, respectively	967	960
Additional paid-in capital	1,864,971	1,809,627
Accumulated other comprehensive loss	(356,602)	(261,299)
Retained earnings	677,181	472,155
TOTAL AECOM STOCKHOLDERS' EQUITY	2,186,517	2,021,443
Noncontrolling interests	85,963	52,651
TOTAL STOCKHOLDERS' EQUITY	2,272,480	2,074,094
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 6,123,377</u>	<u>\$ 5,665,623</u>

See accompanying Notes to Consolidated Financial Statements.

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

	Fiscal Year Ended		
	September 30, 2014	September 30, 2013	September 30, 2012
Revenue	\$ 8,356,783	\$ 8,153,495	\$ 8,218,180
Cost of revenue	7,953,607	7,703,507	7,796,321
Gross profit	403,176	449,988	421,859
Equity in earnings of joint ventures	57,924	24,319	48,650
General and administrative expenses	(80,908)	(97,318)	(80,903)
Acquisition and integration expenses	(27,310)	—	—
Goodwill impairment	—	—	(336,000)
Income from operations	352,882	376,989	53,606
Other income	2,748	3,522	10,603
Interest expense	(40,842)	(44,737)	(46,726)
Income before income tax expense	314,788	335,774	17,483
Income tax expense	82,024	92,578	74,416
Net income (loss)	232,764	243,196	(56,933)
Noncontrolling interests in income of consolidated subsidiaries, net of tax	(2,910)	(3,953)	(1,634)
Net income (loss) attributable to AECOM	\$ 229,854	\$ 239,243	\$ (58,567)
Net income (loss) attributable to AECOM per share:			
Basic	\$ 2.36	\$ 2.38	\$ (0.52)
Diluted	\$ 2.33	\$ 2.35	\$ (0.52)
Weighted average shares outstanding:			
Basic	97,226	100,618	111,875
Diluted	98,657	101,942	111,875

See accompanying Notes to Consolidated Financial Statements.

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AECOM Technology Corporation
Consolidated Statements of Comprehensive Income (Loss)
(in thousands)

	Fiscal Year Ended		
	September 30, 2014	September 30, 2013	September 30, 2012
Net income (loss)	\$ 232,764	\$ 243,196	\$ (56,933)
Other comprehensive income (loss), net of tax:			
Net unrealized gain (loss) on derivatives, net of tax	315	1,568	(3,716)
Foreign currency translation adjustments	(72,715)	(70,441)	53,895
Pension adjustments, net of tax	(24,161)	(14,582)	(41,778)
Other comprehensive income (loss), net of tax	(96,561)	(83,455)	8,401
Comprehensive income (loss), net of tax	136,203	159,741	(48,532)
Noncontrolling interests in comprehensive income of consolidated subsidiaries, net of tax	(1,652)	(2,624)	(1,634)
Comprehensive income (loss) attributable to AECOM, net of tax	<u>\$ 134,551</u>	<u>\$ 157,117</u>	<u>\$ (50,166)</u>

See accompanying Notes to Consolidated Financial Statements.

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AECOM Technology Corporation
Consolidated Statements of Stockholders' Equity

(in thousands)

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total AECOM Stockholders' Equity	Non- Controlling Interests	Total Stockholder's Equity
BALANCE AT SEPTEMBER 30, 2011	\$ 1,132	\$ 1,699,207	\$ (187,574)	\$ 826,946	\$ 2,339,711	\$ 55,426	\$ 2,395,137
Net loss				(58,567)	(58,567)	1,634	(56,933)
Other comprehensive income			8,401		8,401		8,401
Issuance of stock	9	18,622			18,631		18,631
Repurchases of stock	(83)	(7,081)		(162,290)	(169,454)		(169,454)
Proceeds from exercise of options	4	4,537			4,541		4,541
Tax benefit from exercise of stock options		(350)			(350)		(350)
Stock based compensation	8	26,543			26,551		26,551
Other transactions with noncontrolling interests					—	(753)	(753)
Distributions to noncontrolling interests					—	(1,283)	(1,283)
BALANCE AT SEPTEMBER 30, 2012	1,070	1,741,478	(179,173)	606,089	2,169,464	55,024	2,224,488
Net income				239,243	239,243	3,953	243,196
Other comprehensive loss			(82,126)		(82,126)	(1,329)	(83,455)
Issuance of stock	11	28,340			28,351		28,351
Repurchases of stock	(147)	(8,380)		(373,177)	(381,704)		(381,704)
Proceeds from exercise of options	8	14,357			14,365		14,365
Tax benefit from exercise of stock options		1,239			1,239		1,239
Stock based compensation	18	32,593			32,611		32,611
Other transactions with noncontrolling interests					—	13,488	13,488
Contributions from noncontrolling interests					—	1,421	1,421
Distributions to noncontrolling interests					—	(19,906)	(19,906)
BALANCE AT SEPTEMBER 30, 2013	960	1,809,627	(261,299)	472,155	2,021,443	52,651	2,074,094
Net income				229,854	229,854	2,910	232,764
Other comprehensive loss			(95,303)		(95,303)	(1,258)	(96,561)
Issuance of stock	4	13,882			13,886		13,886
Repurchases of stock	(14)	(6,778)		(24,828)	(31,620)		(31,620)
Proceeds from exercise of options	6	13,411			13,417		13,417
Tax benefit from exercise of stock options		402			402		402
Stock based compensation	11	34,427			34,438		34,438
Other transactions with noncontrolling interests					—	61,913	61,913

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AECOM Technology Corporation
Consolidated Statements of Cash Flows
(in thousands)

	Fiscal Year Ended		
	September 30, 2014	September 30, 2013	September 30, 2012
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	\$ 232,764	\$ 243,196	\$ (56,933)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	95,394	94,406	102,974
Equity in earnings of unconsolidated joint ventures	(57,924)	(24,319)	(48,650)
Distribution of earnings from unconsolidated joint ventures	23,839	31,159	26,401
Non-cash stock compensation	34,438	32,611	26,551
Excess tax benefit from share-based payment	(748)	(1,754)	(1,254)
Foreign currency translation	(20,794)	(16,061)	9,735
Deferred income tax expense (benefit)	27,155	(7,210)	(20,303)
Goodwill impairment	—	—	336,000
Other	1,460	1,821	(5,286)
Changes in operating assets and liabilities, net of effects of acquisitions:			
Accounts receivable	(14,405)	92,152	(21,544)
Prepaid expenses and other assets	(31,103)	(21,836)	11,363
Accounts payable	91,955	(47,019)	80,999
Accrued expenses and other current liabilities	3,283	71,125	14,682
Billings in excess of costs on uncompleted contracts	3,095	(12,945)	(5,376)
Other long-term liabilities	(23,702)	(19,027)	(28,180)
Income taxes payable	(4,082)	(7,701)	12,173
Net cash provided by operating activities	<u>360,625</u>	<u>408,598</u>	<u>433,352</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Payments for business acquisitions, net of cash acquired	(53,099)	(42,005)	(12,571)
Cash acquired from consolidation of joint venture	18,955	—	—
Proceeds from disposal of businesses and property	3,646	2,724	2,647
Net investment in unconsolidated joint ventures	(52,173)	(23,822)	(2,846)
Sales (purchases) of investments	2,727	(24,270)	1,871
Payments for capital expenditures	(62,852)	(52,117)	(62,874)
Net cash used in investing activities	<u>(142,796)</u>	<u>(139,490)</u>	<u>(73,773)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from borrowings under credit agreements	1,810,318	2,280,080	1,454,861
Repayments of borrowings under credit agreements	(1,998,882)	(2,156,399)	(1,550,996)
Cash paid for debt and equity issuance costs	(8,067)	(1,616)	—
Proceeds from issuance of common stock	13,886	14,029	13,760
Proceeds from exercise of stock options	13,417	14,365	4,541
Payments to repurchase common stock	(34,924)	(388,101)	(159,751)
Excess tax benefit from share-based payment	748	1,754	1,254
Net distributions to noncontrolling interests	(30,253)	(18,485)	(1,283)
Net cash used in financing activities	<u>(233,757)</u>	<u>(254,373)</u>	<u>(237,614)</u>
EFFECT OF EXCHANGE RATE CHANGES ON CASH	(10,561)	(7,834)	14,871
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(26,489)	6,901	136,836
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	600,677	593,776	456,940
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 574,188</u>	<u>\$ 600,677</u>	<u>\$ 593,776</u>
SUPPLEMENTAL CASH FLOW INFORMATION:			
Equity issued for acquisitions (non-cash)	\$ —	\$ 14,322	\$ 857
Equity issued to settle liabilities (non-cash)	\$ —	\$ —	\$ 4,016
Interest paid	\$ 43,362	\$ 37,342	\$ 39,044
Income taxes paid, net of refunds received	\$ 68,797	\$ 115,508	\$ 38,482

See accompanying Notes to Consolidated Financial Statements.

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AECOM TECHNOLOGY CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Significant Accounting Policies

Organization—AECOM Technology Corporation and its consolidated subsidiaries (the Company) provide professional technical and management support services for commercial and government clients around the world. These services encompass a variety of technical disciplines, including consulting, planning, architectural and engineering design, and program and construction management for a broad range of projects. These services are applied to a number of areas and industries, including transportation infrastructure; research, testing and defense facilities; water, wastewater and other environmental programs; land development; security and communication systems; institutional, mining, industrial and commercial and energy-related facilities. The Company also provides operations and maintenance services to governmental agencies throughout the U.S. and abroad.

Fiscal Year—The Company reports results of operations based on 52 or 53-week periods ending on the Friday nearest September 30. For clarity of presentation, all periods are presented as if the year ended on September 30. Fiscal years 2014, 2013 and 2012 contained 53, 52 and 52 weeks, respectively, and ended on October 3, September 27, and September 28, respectively.

Use of Estimates—The preparation of financial statements in conformity with accounting principles generally accepted in the United States (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The more significant estimates affecting amounts reported in the consolidated financial statements relate to revenues under long-term contracts and self-insurance accruals. Actual results could differ from those estimates.

Principles of Consolidation and Presentation—The consolidated financial statements include the accounts of all majority-owned subsidiaries and material joint ventures in which the Company is the primary beneficiary. All inter-company accounts have been eliminated in consolidation. Also see Note 7 regarding joint ventures and variable interest entities.

Revenue Recognition—The Company generally utilizes a cost-to-cost approach in applying the percentage-of-completion method of revenue recognition. Under this approach, revenue is earned in proportion to total costs incurred, divided by total costs expected to be incurred. Recognition of revenue and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the balance sheet date, engineering progress, materials quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates made at the balance sheet date. Due to uncertainties inherent in the estimation process, actual completion costs may vary from estimates. If estimated total costs on contracts indicate a loss, the Company recognizes that estimated loss in the period the estimated loss first becomes known.

In the course of providing its services, the Company routinely subcontracts for services and incurs other direct costs on behalf of its clients. These costs are passed through to clients and, in accordance with industry practice and GAAP, are included in the Company's revenue and cost of revenue. Because subcontractor services and other direct costs can change significantly from project to project and period to period, changes in revenue may not be indicative of business trends. These other direct costs for the years ended September 30, 2014, 2013 and 2012 were \$3.5 billion, \$3.2 billion and \$3.0 billion, respectively.

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****1. Significant Accounting Policies (Continued)**

Cost-Plus Contracts. The Company enters into two major types of cost-plus contracts:

Cost-Plus Fixed Fee. Under cost-plus fixed fee contracts, the Company charges clients for its costs, including both direct and indirect costs, plus a fixed negotiated fee. The total estimated cost plus the fixed negotiated fee represents the total contract value. The Company recognizes revenue based on the actual labor and other direct costs incurred, plus the portion of the fixed fee it has earned to date.

Cost-Plus Fixed Rate. Under the Company's cost-plus fixed rate contracts, the Company charges clients for its direct and indirect costs based upon a negotiated rate. The Company recognizes revenue based on the actual total costs it has expended and the applicable fixed rate.

Certain cost-plus contracts provide for award fees or a penalty based on performance criteria in lieu of a fixed fee or fixed rate. Other contracts include a base fee component plus a performance-based award fee. In addition, the Company may share award fees with subcontractors. The Company records accruals for fee-sharing as fees are earned. The Company generally recognizes revenue to the extent of costs actually incurred plus a proportionate amount of the fee expected to be earned. The Company takes the award fee or penalty on contracts into consideration when estimating revenue and profit rates, and it records revenue related to the award fees when there is sufficient information to assess anticipated contract performance. On contracts that represent higher than normal risk or technical difficulty, the Company may defer all award fees until an award fee letter is received. Once an award fee letter is received, the estimated or accrued fees are adjusted to the actual award amount.

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

Time-and-Materials Contracts.

Time-and-Materials. Under time-and-materials contracts, the Company negotiates hourly billing rates and charges its clients based on the actual time that it expends on a project. In addition, clients reimburse the Company for its actual out-of-pocket costs of materials and other direct incidental expenditures that it incurs in connection with its performance under the contract. Profit margins on time-and-materials contracts fluctuate based on actual labor and overhead costs that it directly charges or allocates to contracts compared to negotiated billing rates. Many of the Company's time-and-materials contracts are subject to maximum contract values and, accordingly, revenue relating to these contracts is recognized as if these contracts were a fixed-price contract.

Fixed-Price Contracts.

Fixed-Price. Fixed-price contracting is the predominant contracting method outside of the United States. There are typically two types of fixed-price contracts. The first and more common type, lump-sum, involves performing all of the work under the contract for a specified lump-sum fee. Lump-sum contracts are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. The second type, fixed-unit price, involves performing an estimated number of units of work at an agreed price per unit, with the total payment under the contract determined by the actual number of units delivered. The Company recognizes revenue on fixed-price contracts using the percentage-of-completion

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

1. Significant Accounting Policies (Continued)

method described above. Prior to completion, recognized profit margins on any fixed-price contract depend on the accuracy of the Company's estimates and will increase to the extent that its actual costs are below the estimated amounts. Conversely, if the Company's costs exceed these estimates, its profit margins will decrease and the Company may realize a loss on a project. The Company recognizes anticipated losses on contracts in the period in which they become evident.

Service-Related Contracts.

Service-Related. Service-related contracts, including operations and maintenance services and a variety of technical assistance services, are accounted for over the period of performance, in proportion to the costs of performance.

Contract Claims—Claims are amounts in excess of the agreed contract price (or amounts not included in the original contract price) that the Company seeks to collect from customers or others for delays, errors in specifications and designs, contract terminations, change orders in dispute or unapproved as to both scope and price or other causes of unanticipated additional costs. The Company records contract revenue related to claims only if it is probable that the claim will result in additional contract revenue and if the amount can be reliably estimated. In such cases, the Company records revenue only to the extent that contract costs relating to the claim have been incurred. As of September 30, 2014 and 2013, the Company had no significant net receivables related to contract claims.

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

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

Cash and Cash Equivalents—The Company's cash equivalents include highly liquid investments which have an initial maturity of three months or less.

Allowance for Doubtful Accounts—The Company records its accounts receivable net of an allowance for doubtful accounts. This allowance for doubtful accounts is estimated based on management's evaluation of the contracts involved and the financial condition of its clients. The factors the Company considers in its contract evaluations include, but are not limited to:

- Client type—federal or state and local government or commercial client;
- Historical contract performance;
- Historical collection and delinquency trends;

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****1. Significant Accounting Policies (Continued)**

- Client credit worthiness; and
- General economic conditions.

Derivative Financial Instruments—The Company accounts for its derivative instruments as either assets or liabilities and carries them at fair value.

For derivative instruments that hedge the exposure to variability in expected future cash flows that are designated as cash flow hedges, the effective portion of the gain or loss on the derivative instrument is reported as a component of accumulated other comprehensive income in stockholders' equity and reclassified into income in the same period or periods during which the hedged transaction affects earnings. The ineffective portion of the gain or loss on the derivative instrument, if any, is recognized in current income. To receive hedge accounting treatment, cash flow hedges must be highly effective in offsetting changes to expected future cash flows on hedged transactions.

The net gain or loss on the effective portion of a derivative instrument that is designated as an economic hedge of the foreign currency translation exposure generated by the re-measurement of certain assets and liabilities denominated in a non-functional currency in a foreign operation is reported in the same manner as a foreign currency translation adjustment. Accordingly, any gains or losses related to these derivative instruments are recognized in current income.

Derivatives that do not qualify as hedges are adjusted to fair value through current income.

Fair Value of Financial Instruments—The Company determines the fair values of its financial instruments, including short-term investments, debt instruments and derivative instruments, and pension and post-retirement plan assets based on inputs or assumptions that market participants would use in pricing an asset or a liability. The Company categorizes its instruments using a valuation hierarchy for disclosure of the inputs used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows: Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument; Level 3 inputs are unobservable inputs based on the Company's assumptions used to measure assets and liabilities at fair value. The classification of a financial asset or liability within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The carrying amounts of cash and cash equivalents, accounts receivable and accounts payable approximate fair value because of the short maturities of these instruments. The carrying amount of the revolving credit facility approximates fair value because the interest rates are based upon variable reference rates. See also Notes 9 and 11.

The Company's fair value measurement methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Although the Company believes its valuation methods are appropriate and consistent with those used by other market participants, the use of different methodologies or assumptions to determine fair value could result in a different fair value measurement at the reporting date.

Property and Equipment—Property and equipment are recorded at cost and are depreciated over their estimated useful lives using the straight-line method. Expenditures for maintenance and repairs are

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

1. Significant Accounting Policies (Continued)

expensed as incurred. Typically, estimated useful lives range from three to ten years for equipment, furniture and fixtures. Leasehold improvements are amortized on a straight-line basis over the shorter of their estimated useful lives or the remaining terms of the underlying lease agreement.

Long-lived Assets—Long-lived assets to be held and used are reviewed for impairment whenever events or circumstances indicate that the assets may be impaired. For assets to be held and used, impairment losses are recognized based upon the excess of the asset's carrying amount over the fair value of the asset. For long-lived assets to be disposed, impairment losses are recognized at the lower of the carrying amount or fair value less cost to sell.

Goodwill and Acquired Intangible Assets—Goodwill represents the excess of amounts paid over the fair value of net assets acquired from an acquisition. In order to determine the amount of goodwill resulting from an acquisition, the Company performs an assessment to determine the value of the acquired company's tangible and identifiable intangible assets and liabilities. In its assessment, the Company determines whether identifiable intangible assets exist, which typically include backlog and customer relationships. Intangible assets are amortized over the period in which the contractual or economic benefits of the intangible assets are expected to be realized.

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

The impairment test is a two-step process. During the first step, the Company estimates the fair value of the reporting unit using income and market approaches, and compares that amount to the carrying value of that reporting unit. In the event the fair value of the reporting unit is determined to be less than the carrying value, a second step is required. The second step requires the Company to perform a hypothetical purchase allocation for that reporting unit and to compare the resulting current implied fair value of the goodwill to the current carrying value of the goodwill for that reporting unit. In the event that the current implied fair value of the goodwill is less than the carrying value, an impairment charge is recognized. See also Note 4.

Pension Plans—The Company has certain defined benefit pension plans. The Company calculates the market-related value of assets, which is used to determine the return-on-assets component of annual pension expense and the cumulative net unrecognized gain or loss subject to amortization. This calculation reflects the Company's anticipated long-term rate of return and amortization of the difference between the actual return (including capital, dividends, and interest) and the expected return over a five-year period. Cumulative net unrecognized gains or losses that exceed 10% of the greater of the projected benefit obligation or the market related value of plan assets are subject to amortization.

Insurance Reserves—The Company maintains insurance for certain insurable business risks. Insurance coverage contains various retention and deductible amounts for which the Company accrues a liability based upon reported claims and an actuarially determined estimated liability for certain claims incurred but not reported. It is the Company's policy not to accrue for any potential legal expense to be incurred in

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****1. Significant Accounting Policies (Continued)**

defending the Company's position. The Company believes that its accruals for estimated liabilities associated with professional and other liabilities are sufficient and any excess liability beyond the accrual is not expected to have a material adverse effect on the Company's results of operations or financial position.

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

The Company uses foreign currency forward contracts from time to time to mitigate foreign currency risk. The Company limits exposure to foreign currency fluctuations in most of its contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, the Company generally does not need to hedge foreign currency cash flows for contract work performed. The functional currency of all significant foreign operations is the respective local currency.

Noncontrolling Interests—Noncontrolling interests represent the equity investments of the minority owners in our joint ventures and other subsidiary entities that we consolidate in our financial statements.

Income Taxes—The Company files a consolidated federal income tax return and combined / consolidated state tax returns and separate company state tax returns. The Company accounts for certain income and expense items differently for financial reporting and income tax purposes. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax basis of assets and liabilities, applying enacted statutory tax rates in effect for the year in which the differences are expected to reverse. In determining the need for a valuation allowance, management reviews both positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carry forward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset. Based upon management's assessment of all available evidence, the Company has concluded that it is more likely than not that the deferred tax assets, net of valuation allowance, will be realized.

In July 2013, the FASB issued new accounting guidance that requires the presentation of unrecognized tax benefits as a reduction of the deferred tax assets, when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists at the reporting date. This new guidance was effective for annual reporting periods beginning on or after December 15, 2013 and subsequent interim periods. This guidance is effective for the Company's fiscal year beginning October 1, 2014 and it is not expected to have a material impact on the Company's consolidated financial statements.

Acquisition and Integration Expenses—Acquisition and integration expenses are comprised of transaction costs, professional fees, and personnel costs, including due diligence and integration activities, primarily related to the acquisition of URS Corporation (Note 24).

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****2. New Accounting Pronouncements and Changes in Accounting**

In February 2013, the Financial Accounting Standards Board (FASB) issued new accounting guidance to update the presentation of reclassifications from comprehensive income to net income in consolidated financial statements. Under this new guidance, an entity is required to present information about the amounts reclassified out of accumulated other comprehensive income either by the respective line items of net income or by cross-reference to other required disclosures. The new guidance does not change the requirements for reporting net income or other comprehensive income in financial statements. This guidance was effective for the Company's fiscal year beginning October 1, 2013 and did not have a material impact on the Company's consolidated financial statements.

In February 2013, the FASB issued new accounting guidance for the recognition, measurement, and disclosure of obligations resulting from joint and several liability arrangements for which the total amount of the obligation (within the scope of this guidance) is fixed at the reporting date. Examples of obligations within the scope of this guidance include debt arrangements, other contractual obligations, and settled litigation and judicial rulings. This new guidance was effective for annual reporting periods beginning after December 15, 2013 and subsequent interim periods. This guidance is effective for the Company's fiscal year beginning October 1, 2014 and it is not expected to have a material impact on the Company's consolidated financial statements.

In July 2013, the FASB issued new accounting guidance that requires the presentation of unrecognized tax benefits as a reduction of the deferred tax assets, when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists at the reporting date. This new guidance was effective for annual reporting periods beginning on or after December 15, 2013 and subsequent interim periods. This guidance is effective for the Company's fiscal year beginning October 1, 2014 and it is not expected to have a material impact on the Company's consolidated financial statements.

In May 2014, the FASB issued new accounting guidance which amended the existing accounting standards for revenue recognition. The new accounting guidance establishes principles for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. This guidance is effective for the Company's fiscal year beginning October 1, 2017. Early adoption is not permitted. The amendments may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of initial application. The Company has not selected a transition method and is currently in the process of evaluating the impact of adoption of the new accounting guidance on its consolidated financial statements.

3. Stock Repurchase Program

The Company's Board of Directors has authorized the repurchase of up to \$1.0 billion in Company stock. Share repurchases can be made through open market purchases or other methods, including pursuant to a Rule 10b5-1 plan. From the inception of the stock repurchase program, the Company has purchased a total of 27.4 million shares at an average price of \$24.10 per share, for a total cost of \$660.1 million as of September 30, 2014.

4. Business Acquisitions, Goodwill, and Intangible Assets

The Company completed two, two and one business acquisitions during the years ended September 30, 2014, 2013 and 2012, respectively. Business acquisitions completed during the years ended September 30, 2014, 2013 and 2012 did not meet the quantitative thresholds to require pro forma

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****4. Business Acquisitions, Goodwill, and Intangible Assets (Continued)**

disclosures of operating results, either individually or in the aggregate, based on the Company's consolidated assets, investments and net income. The Company also obtained control of an unconsolidated joint venture that resulted in its consolidation during the year ended September 30, 2014, as further discussed in Note 7.

Business acquisitions during the year ended September 30, 2014 included Hunt Construction Group, a United States-based commercial construction management firm which serves clients in both the public and private sectors, and Spain-based ACE International Consultants S.L., a leading consulting firm specializing in economic and social development cooperation and private sector development.

Business acquisitions during the year ended September 30, 2013 included South Africa-based BKS Group and Asia-based KPK Quantity Surveyors.

During the year ended September 30, 2012, the Company acquired an environmental engineering firm in Asia.

The aggregate value of all consideration for acquisitions consummated during the years ended September 30, 2014, 2013 and 2012 were \$88.5 million, \$82.0 million and \$15.4 million, respectively. The following table summarizes the estimated fair values of the assets acquired and liabilities assumed, as of the acquisition dates, from acquisitions consummated during the fiscal years presented:

	Fiscal Year Ended		
	September 30, 2014	September 30, 2013	September 30, 2012
	(in millions)		
Cash acquired	\$ 17.1	\$ 20.1	\$ 1.9
Other current assets	256.2	41.5	7.8
Goodwill	72.7	72.6	10.5
Intangible assets	11.9	9.4	1.5
Other non-current assets	16.5	8.6	3.3
Current liabilities	(274.1)	(54.9)	(8.8)
Non-current liabilities	(11.8)	(15.3)	(0.8)
Net assets acquired	<u>\$ 88.5</u>	<u>\$ 82.0</u>	<u>\$ 15.4</u>

Acquired intangible assets above includes the following:

	Fiscal Year Ended		
	September 30, 2014	September 30, 2013	September 30, 2012
	(in millions)		
Backlog	\$ 5.8	\$ 4.2	\$ 0.7
Customer relationships	4.6	5.2	0.8
Trademark / tradename	1.5	—	—
Total intangible assets	<u>\$ 11.9</u>	<u>\$ 9.4</u>	<u>\$ 1.5</u>

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

4. Business Acquisitions, Goodwill, and Intangible Assets (Continued)

Consideration for acquisitions above includes the following:

	Fiscal Year Ended		
	September 30, 2014	September 30, 2013	September 30, 2012
	(in millions)		
Cash paid	\$ 70.2	\$ 62.1	\$ 14.5
Promissory notes	18.3	5.6	—
Equity issued	—	14.3	0.9
Total consideration	<u>\$ 88.5</u>	<u>\$ 82.0</u>	<u>\$ 15.4</u>

All of the above acquisitions were accounted for under the purchase method of accounting. As such, the purchase consideration of each acquired company was allocated to acquired tangible and intangible assets and liabilities based upon their fair values. The final purchase price allocation has not been completed for acquisitions made during the year ended September 30, 2014. The excess of the purchase consideration over the fair value of the net tangible and identifiable intangible assets acquired was recorded as goodwill. The determination of fair values of assets and liabilities acquired requires the Company to make estimates and use valuation techniques when market value is not readily available. The results of operations of each company acquired have been included in the Company's financial statements from the date of acquisition. Transaction costs associated with business acquisitions are expensed as they are incurred.

At the time of acquisition, the Company preliminarily estimates the amount of the identifiable intangible assets acquired based upon historical valuations of similar acquisitions and the facts and circumstances available at the time. The Company determines the final value of the identifiable intangible assets as soon as information is available, but not more than 12 months from the date of acquisition. Post-acquisition adjustments primarily relate to project related liabilities.

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

As a result of the first step of the fiscal 2012 impairment analysis, the Company identified adverse market conditions and business trends within the Europe, Middle East, and Africa (EMEA) and MSS reporting units, which led the Company to determine that goodwill was impaired. Adverse market conditions included prolonged and sustained deterioration of European macroeconomic conditions in EMEA and decreased U.S. government military activities and unsuccessful contract pursuits in MSS. The reporting units' goodwill impairments largely relate to the following acquired businesses:

- MSS—McNeil Technologies, Inc.
- EMEA—Davis Langdon Europe and Middle East

Significant changes to the assumptions used in the September 30, 2012 as compared to the September 30, 2011 analysis were financial forecasts and market multiples. While both the MSS and the EMEA reporting units have historically generated positive cash flows, and are expected to continue to generate positive cash flows, the fair value of future cash flows of the Company's EMEA and MSS

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

4. Business Acquisitions, Goodwill, and Intangible Assets (Continued)

reporting units decreased. Additionally, the market multiples for the two reporting units decreased. The market multiples used were as follows:

	September 30,	
	2012	2011
Market multiple of revenue:		
EMEA	0.35	0.5
MSS	0.35	0.5

The second step of the analysis was performed to measure the impairment as the excess of the goodwill carrying value over its implied fair value. This analysis resulted in an impairment of \$336.0 million, or \$317.2 million, net of tax. The goodwill carrying values of the EMEA and MSS reporting units before and after the goodwill impairment expense were as follows:

	September 30, 2012	
	EMEA	MSS
Carrying value before impairment	\$ 345.5	\$ 347.8
Goodwill impairment	(155.0)	(181.0)
Carrying value after impairment	<u>\$ 190.5</u>	<u>\$ 166.8</u>

The changes in the carrying value of goodwill by reportable segment for the fiscal years ended September 30, 2014 and 2013 were as follows:

	Fiscal Year 2014				
	September 30, 2013	Post- Acquisition Adjustments	Foreign Exchange Impact (in millions)	Acquired	September 30, 2014
Professional Technical Services	\$ 1,645.0	\$ 5.0	\$ (31.3)	\$ 151.8	\$ 1,770.5
Management Support Services	166.8	—	—	—	166.8
Total	<u>\$ 1,811.8</u>	<u>\$ 5.0</u>	<u>\$ (31.3)</u>	<u>\$ 151.8</u>	<u>\$ 1,937.3</u>

	Fiscal Year 2013				
	September 30, 2012	Post- Acquisition Adjustments	Foreign Exchange Impact (in millions)	Acquired	September 30, 2013
Professional Technical Services	\$ 1,608.6	\$ —	\$ (36.2)	\$ 72.6	\$ 1,645.0
Management Support Services	166.8	—	—	—	166.8
Total	<u>\$ 1,775.4</u>	<u>\$ —</u>	<u>\$ (36.2)</u>	<u>\$ 72.6</u>	<u>\$ 1,811.8</u>

Included in the acquired goodwill above for the year ended September 30, 2014 is \$79.1 million of recorded goodwill as a result of the consolidation of an unconsolidated joint venture, as further discussed in Note 7.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

4. Business Acquisitions, Goodwill, and Intangible Assets (Continued)

The gross amounts and accumulated amortization of the Company's acquired identifiable intangible assets with finite useful lives as of September 30, 2014 and 2013, included in intangible assets—net, in the accompanying consolidated balance sheets, were as follows:

	September 30, 2014			September 30, 2013			Amortization Period (years)
	Gross Amount	Accumulated Amortization	Intangible Assets, Net	Gross Amount	Accumulated Amortization	Intangible Assets, Net	
	(in millions)						
Backlog	\$ 110.0	\$ (97.4)	12.6	\$ 94.9	\$ (89.4)	5.5	1 - 5
Customer relationships	161.6	(85.4)	76.2	147.1	(69.5)	77.6	10
Trademark / tradename	9.3	(7.9)	1.4	7.8	(7.8)	—	2
Total	<u>\$ 280.9</u>	<u>\$ (190.7)</u>	<u>\$ 90.2</u>	<u>\$ 249.8</u>	<u>\$ (166.7)</u>	<u>\$ 83.1</u>	

Amortization expense of acquired intangible assets included within cost of revenue was \$24.0 million and \$21.2 million for the years ended September 30, 2014 and 2013, respectively. The following table presents estimated amortization expense of existing intangible assets for the succeeding years:

Fiscal Year	(in millions)
2015	\$ 26.5
2016	17.5
2017	13.2
2018	9.9
2019	9.0
Thereafter	14.1
Total	<u>\$ 90.2</u>

5. Accounts Receivable—Net

Net accounts receivable consisted of the following:

	Fiscal Year Ended	
	September 30, 2014	September 30, 2013
	(in millions)	
Billed	\$ 1,248.4	\$ 1,177.6
Unbilled	1,214.8	1,076.8
Contract retentions	263.9	174.3
Total accounts receivable—gross	2,727.1	2,428.7
Allowance for doubtful accounts	(72.1)	(86.4)
Total accounts receivable—net	<u>\$ 2,655.0</u>	<u>\$ 2,342.3</u>

Billed accounts receivable represent amounts billed to clients that have yet to be collected. Unbilled accounts receivable represents the contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the period end. Substantially all unbilled receivables as of September 30,

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****5. Accounts Receivable—Net (Continued)**

2014 and 2013 are expected to be billed and collected within twelve months. Contract retentions represent amounts invoiced to clients where payments have been withheld pending the completion of certain milestones, other contractual conditions or upon the completion of the project. These retention agreements vary from project to project and could be outstanding for several months or years.

Allowances for doubtful accounts have been determined through specific identification of amounts considered to be uncollectible and potential write-offs, plus a non-specific allowance for other amounts for which some potential loss has been determined to be probable based on current and past experience.

Other than the U.S. government, no single client accounted for more than 10% of the Company's outstanding receivables at September 30, 2014 and 2013.

The Company sold trade receivables to financial institutions, of which \$111.9 million and \$100.2 million were outstanding as of September 30, 2014 and 2013, respectively. The Company does not retain financial or legal obligations for these receivables that would result in material losses. The Company's ongoing involvement is limited to the remittance of customer payments to the financial institutions with respect to the sold trade receivables.

6. Property and Equipment

Property and equipment, at cost, consists of the following:

	Fiscal Year Ended		Useful Lives (years)
	September 30, 2014	September 30, 2013	
	(in millions)		
Building and land	\$ 11.5	\$ 4.4	27
Leasehold improvements	299.7	289.9	2 - 12
Computer systems and equipment	302.6	257.0	3 - 10
Furniture and fixtures	101.5	106.4	5 - 10
Automobiles	6.8	5.4	3 - 10
Total	722.1	663.1	
Accumulated depreciation and amortization	(440.1)	(392.4)	
Property and equipment, net	<u>\$ 282.0</u>	<u>\$ 270.7</u>	

Depreciation expense for the fiscal years ended September 30, 2014, 2013 and 2012 were \$69.1 million, \$70.7 million and \$77.1 million, respectively. Included in depreciation expense is amortization of capitalized software costs in the years ended September 30, 2014, 2013 and 2012 of \$7.3 million, \$6.4 million and \$6.2 million, respectively. Unamortized capitalized software costs at September 30, 2014, 2013 and 2012 were \$39.9 million, \$29.6 million and \$24.1 million, respectively.

Depreciation is calculated using primarily the straight-line method over the estimated useful lives of the assets, or in the case of leasehold improvements and capitalized leases, the lesser of the remaining term of the lease or its estimated useful life.

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****7. Joint Ventures and Variable Interest Entities**

The Company's joint ventures provide architecture, engineering, program management, construction management and operations and maintenance services. Joint ventures, the combination of two or more partners, are generally formed for a specific project. Management of the joint venture is typically controlled by a joint venture executive committee, comprised of representatives from the joint venture partners. The joint venture executive committee normally provides management oversight and controls decisions which could have a significant impact on the joint venture.

Some of the Company's joint ventures have no employees and minimal operating expenses. For these joint ventures, the Company's employees perform work for the joint venture, which is then billed to a third-party customer by the joint venture. These joint ventures function as pass through entities to bill the third-party customer. For consolidated joint ventures of this type, the Company records the entire amount of the services performed and the costs associated with these services, including the services provided by the other joint venture partners, in the Company's result of operations. For certain of these joint ventures where a fee is added by an unconsolidated joint venture to client billings, the Company's portion of that fee is recorded in equity in earnings of joint ventures.

The Company also has joint ventures that have their own employees and operating expenses, and to which the Company generally makes a capital contribution. The Company accounts for these joint ventures either as consolidated entities or equity method investments based on the criteria further discussed below.

The Company follows guidance issued by the FASB on the consolidation of variable interest entities (VIEs) that requires companies to utilize a qualitative approach to determine whether it is the primary beneficiary of a VIE. The process for identifying the primary beneficiary of a VIE requires consideration of the factors that indicate a party has the power to direct the activities that most significantly impact the joint ventures' economic performance, including powers granted to the joint venture's program manager, powers contained in the joint venture governing board and, to a certain extent, a company's economic interest in the joint venture. The Company analyzes its joint ventures and classifies them as either:

- a VIE that must be consolidated because the Company is the primary beneficiary or the joint venture is not a VIE and the Company holds the majority voting interest with no significant participative rights available to the other partners; or
- a VIE that does not require consolidation and is treated as an equity method investment because the Company is not the primary beneficiary or the joint venture is not a VIE and the Company does not hold the majority voting interest.

As part of the above analysis, if it is determined that the Company has the power to direct the activities that most significantly impact the joint venture's economic performance, the Company considers whether or not it has the obligation to absorb losses or rights to receive benefits of the VIE that could potentially be significant to the VIE.

Contractually required support provided to the Company's joint ventures is discussed in Note 20.

[Table of Contents](#)**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****7. Joint Ventures and Variable Interest Entities (Continued)**

Summary of unaudited financial information of the consolidated joint ventures is as follows:

	September 30, 2014	September 30, 2013
	(in millions)	
Current assets	\$ 314.1	\$ 185.7
Non-current assets	106.2	—
Total assets	\$ 420.3	\$ 185.7
Current liabilities	\$ 229.1	\$ 38.9
Non-current liabilities	—	—
Total liabilities	229.1	38.9
Total AECOM equity	116.6	106.8
Noncontrolling interests	74.6	40.0
Total owners' equity	191.2	146.8
Total liabilities and owners' equity	\$ 420.3	\$ 185.7

Total revenue of the consolidated joint ventures was \$614.5 million, \$490.9 million and \$468.6 million for the years ended September 30, 2014, 2013 and 2012, respectively. The assets of the Company's consolidated joint ventures are restricted for use only by the particular joint venture and are not available for the general operations of the Company.

Summary of unaudited financial information of the unconsolidated joint ventures is as follows:

	September 30, 2014	September 30, 2013
	(in millions)	
Current assets	\$ 539.6	\$ 525.5
Non-current assets	273.7	98.7
Total assets	\$ 813.3	\$ 624.2
Current liabilities	\$ 397.9	\$ 384.1
Non-current liabilities	91.0	17.5
Total liabilities	488.9	401.6
Joint venturers' equity	324.4	222.6
Total liabilities and joint venturers' equity	\$ 813.3	\$ 624.2
AECOM's investment in joint ventures	\$ 142.9	\$ 106.4

Total revenue of the unconsolidated joint ventures was \$2.0 billion, \$2.1 billion and \$2.0 billion for the years ended September 30, 2014, 2013 and 2012, respectively. Total operating income of the unconsolidated joint ventures were \$57.7 million, \$70.1 million and \$127.5 million for the years ended September 30, 2014, 2013 and 2012, respectively.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. Joint Ventures and Variable Interest Entities (Continued)

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

	Fiscal Year Ended		
	September 30, 2014	September 30, 2013	September 30, 2012
		(in millions)	
Pass through joint ventures	\$ 10.2	\$ 6.4	\$ 5.2
Other joint ventures	47.7	17.9	43.4
Total	<u>\$ 57.9</u>	<u>\$ 24.3</u>	<u>\$ 48.6</u>

Included in equity in earnings above is a \$37.4 million gain recognized upon change in control (\$23.4 million, net of tax) of an unconsolidated joint venture in the year ended September 30, 2014. The Company obtained control of the joint venture through modifications to the joint venture's operating agreement, which required the Company to consolidate the joint venture. The acquisition date fair value of the previously held equity interest was \$58.0 million, excluding the control premium. The measurement of the fair value of the equity interest immediately before obtaining control of the joint venture resulted in the pre-tax gain of \$37.4 million. The Company utilized income and market approaches, in addition to obtaining an independent third party valuation, in determining the joint venture's fair value, which includes making assumptions about variables such as revenue growth rates, profitability, discount rates, and industry market multiples. These assumptions are subject to a high degree of judgment. Total assets and liabilities of this entity included in the accompanying consolidated balance sheet at the acquisition date were \$207.8 million and \$48.1 million, respectively. This acquisition did not meet the quantitative thresholds to require pro forma disclosures of operating results based on the Company's consolidated assets, investments and net income. This joint venture performs engineering and program management services in the Middle East and is included in the Company's PTS segment.

8. Pension Plans

In the U.S., the Company sponsors a Defined Benefit Pension Plan (the Pension Plan) which covers substantially all permanent employees hired as of March 1, 1998, subject to eligibility and vesting requirements, and required contributions from participating employees through March 31, 1998. Benefits under this plan generally are based on the employee's years of creditable service and compensation. Effective April 1, 2004, the Company set a maximum on the amount of compensation used to determine pension benefits based on the highest calendar year of compensation earned in the 10 completed calendar years from 1994 through 2003, or the relevant IRS annual compensation limit, whichever is lower. Outside the U.S., the Company sponsors various pension plans, which are appropriate to the country in which the Company operates, some of which are government mandated.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

8. Pension Plans (Continued)

The following tables provide reconciliations of the changes in the U.S. and international plans' benefit obligations, reconciliations of the changes in the fair value of assets for the last three years ended September 30, and reconciliations of the funded status as of September 30 of each year.

	Fiscal Year Ended					
	September 30, 2014		September 30, 2013		September 30, 2012	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Change in benefit obligation:						
Benefit obligation at beginning of year	\$ 180.3	\$ 622.1	\$ 192.9	\$ 574.0	\$ 171.0	\$ 504.3
Service cost	—	0.7	—	0.9	—	1.1
Participant contributions	0.4	0.2	0.4	0.3	0.6	0.3
Interest cost	7.8	27.9	6.6	23.8	7.7	25.6
Benefits paid	(12.8)	(23.3)	(11.0)	(18.8)	(10.0)	(25.7)
Actuarial (gain) loss	23.2	62.3	(8.6)	49.0	23.6	50.3
Plan settlements	—	(2.0)	—	(5.7)	—	(2.4)
Net transfer in/(out)/acquisitions	18.1	—	—	—	—	—
Foreign currency translation (gain) loss	—	(11.3)	—	(1.4)	—	20.5
Benefit obligation at end of year	<u>\$ 217.0</u>	<u>\$ 676.6</u>	<u>\$ 180.3</u>	<u>\$ 622.1</u>	<u>\$ 192.9</u>	<u>\$ 574.0</u>

	Fiscal Year Ended					
	September 30, 2014		September 30, 2013		September 30, 2012	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Change in plan assets						
Fair value of plan assets at beginning of year	\$ 119.8	\$ 489.9	\$ 112.3	\$ 462.4	\$ 91.5	\$ 417.3
Actual return on plan assets	14.2	60.4	11.3	37.4	17.0	39.0
Employer contributions	4.9	16.4	6.8	16.2	13.2	17.2
Participant contributions	0.4	0.2	0.4	0.3	0.6	0.3
Benefits paid	(12.8)	(23.3)	(11.0)	(18.8)	(10.0)	(25.7)
Plan settlements	—	(2.0)	—	(5.7)	—	(2.4)
Net transfer in/(out)/acquisitions	13.2	—	—	—	—	—
Foreign currency translation (loss) gain	—	(9.0)	—	(1.9)	—	16.7
Fair value of plan assets at end of year	<u>\$ 139.7</u>	<u>\$ 532.6</u>	<u>\$ 119.8</u>	<u>\$ 489.9</u>	<u>\$ 112.3</u>	<u>\$ 462.4</u>

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

8. Pension Plans (Continued)

	Fiscal Year Ended					
	September 30, 2014		September 30, 2013		September 30, 2012	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Reconciliation of funded status:						
Funded status at end of year	\$ (77.3)	\$ (144.0)	\$ (60.5)	\$ (132.2)	\$ (80.6)	\$ (111.6)
Contribution made after measurement date	N/A	N/A	N/A	N/A	N/A	N/A
Net amount recognized at end of year	<u>\$ (77.3)</u>	<u>\$ (144.0)</u>	<u>\$ (60.5)</u>	<u>\$ (132.2)</u>	<u>\$ (80.6)</u>	<u>\$ (111.6)</u>

The following table sets forth the amounts recognized in the consolidated balance sheets as of September 30, 2014, 2013 and 2012:

	Fiscal Year Ended					
	September 30, 2014		September 30, 2013		September 30, 2012	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Amounts recognized in the consolidated balance sheets:						
Other non-current assets	\$ —	\$ 1.1	\$ —	\$ 0.6	\$ —	\$ —
Accrued expenses and other current liabilities	(1.7)	—	(1.4)	—	(1.7)	—
Other long-term liabilities	(75.6)	(145.1)	(59.1)	(132.8)	(78.9)	(111.6)
Net amount recognized in the balance sheet	<u>\$ (77.3)</u>	<u>\$ (144.0)</u>	<u>\$ (60.5)</u>	<u>\$ (132.2)</u>	<u>\$ (80.6)</u>	<u>\$ (111.6)</u>

The following table details the reconciliation of amounts in the consolidated statements of stockholders' equity for the fiscal years ended September 30, 2014, 2013 and 2012:

	Fiscal Year Ended					
	September 30, 2014		September 30, 2013		September 30, 2012	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Reconciliation of amounts in consolidated statements of stockholders' equity:						
Prior service credit	\$ —	\$ 5.8	\$ —	\$ 6.0	\$ —	\$ 6.2
Net (loss)	(113.0)	(190.1)	(99.4)	(170.7)	(115.1)	(143.2)
Total recognized in accumulated other comprehensive (loss)	<u>\$ (113.0)</u>	<u>\$ (184.3)</u>	<u>\$ (99.4)</u>	<u>\$ (164.7)</u>	<u>\$ (115.1)</u>	<u>\$ (137.0)</u>

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****8. Pension Plans (Continued)**

The following table details the components of net periodic benefit cost for the plans in fiscal 2014, 2013 and 2012:

	Fiscal Year Ended					
	September 30, 2014		September 30, 2013		September 30, 2012	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Components of net periodic (benefit) cost:						
Service costs	\$ —	\$ 0.7	\$ —	\$ 1.0	\$ —	\$ 1.1
Interest cost on projected benefit obligation	7.8	27.9	6.6	23.8	7.7	25.6
Expected return on plan assets	(8.6)	(26.1)	(8.5)	(22.7)	(8.4)	(25.3)
Amortization of prior service costs	—	(0.2)	—	(0.2)	—	(0.2)
Amortization of net loss	4.0	4.9	4.3	4.0	3.1	2.3
Settlement loss recognized	—	0.4	—	2.6	—	0.5
Net periodic (benefit) cost	<u>\$ 3.2</u>	<u>\$ 7.6</u>	<u>\$ 2.4</u>	<u>\$ 8.5</u>	<u>\$ 2.4</u>	<u>\$ 4.0</u>

The amount, net of applicable deferred income taxes, included in other comprehensive income arising from a change in net prior service cost and net gain/loss was \$7.6 million, \$2.6 million and \$9.0 million in the years ended September 30, 2014, 2013 and 2012, respectively.

Amounts included in accumulated other comprehensive loss as of September 30, 2014 that are expected to be recognized as components of net periodic benefit cost during fiscal 2015 are (in millions):

	U.S.	Int'l
Amortization of prior service cost	\$ —	\$ 0.2
Amortization of net actuarial losses	(4.3)	(6.2)
Total	<u>\$ (4.3)</u>	<u>\$ (6.0)</u>

The table below provides additional year-end information for pension plans with accumulated benefit obligations in excess of plan assets.

	Fiscal Year Ended					
	September 30, 2014		September 30, 2013		September 30, 2012	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Projected benefit obligation	\$ 217.0	\$ 658.5	\$ 180.3	\$ 601.7	\$ 192.9	\$ 574.0
Accumulated benefit obligation	217.0	656.3	180.3	599.8	192.9	570.6
Fair value of plan assets	139.7	513.4	119.8	469.0	112.3	462.4

Funding requirements for each plan are determined based on the local laws of the country where such plan resides. In certain countries, the funding requirements are mandatory while in other countries, they are discretionary. The Company currently intends to contribute \$17.0 million to the international plans in fiscal 2015. The Company does not have a required minimum contribution for the U.S. plans; however, the

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AECOM TECHNOLOGY CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

8. Pension Plans (Continued)

Company may make discretionary contributions. The Company currently intends to contribute \$5.4 million to U.S. plans in fiscal 2015.

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

<u>Year Ending September 30,</u>	<u>U.S.</u>	<u>Int'l</u>
2015	\$ 12.2	\$ 26.5
2016	14.9	21.9
2017	13.4	26.3
2018	12.9	29.1
2019	13.4	25.8
2020 - 2024	68.3	153.3
Total	\$ 135.1	\$ 282.9

The underlying assumptions for the pension plans are as follows:

	<u>Fiscal Year Ended</u>					
	<u>September 30,</u>		<u>September 30,</u>		<u>September 30,</u>	
	<u>2014</u>		<u>2013</u>		<u>2012</u>	
	<u>U.S.</u>	<u>Int'l</u>	<u>U.S.</u>	<u>Int'l</u>	<u>U.S.</u>	<u>Int'l</u>
Weighted-average assumptions to determine benefit obligation:						
Discount rate	4.00%	3.94%	4.40%	4.44%	3.50%	4.39%
Salary increase rate	N/A	2.38%	N/A	2.58%	N/A	2.36%
Weighted-average assumptions to determine net periodic benefit cost:						
Discount rate	4.40%	4.44%	3.50%	4.39%	4.65%	5.12%
Salary increase rate	N/A	2.58%	N/A	2.36%	N/A	2.65%
Expected long-term rate of return on plan assets	7.50%	5.40%	7.50%	5.11%	7.50%	5.65%

Pension costs are determined using the assumptions as of the beginning of the plan year, October 1. The funded status is determined using the assumptions as of the end of the plan year.

The following table summarizes the Company's target allocation for 2014 and pension plan asset allocation, both U.S. and international, as of September 30, 2014 and 2013:

<u>Asset Category</u>	<u>Target Allocations</u>		<u>Percentage of Plan Assets as of September 30,</u>			
			<u>2014</u>		<u>2013</u>	
	<u>U.S.</u>	<u>Int'l</u>	<u>U.S.</u>	<u>Int'l</u>	<u>U.S.</u>	<u>Int'l</u>
Equities	45%	1%	58%	28%	49%	28%
Debt	42	47	31	33	34	37
Cash	3	1	1	3	1	4
Property and other	10	51	10	36	16	31
Total	100%	100%	100%	100%	100%	100%

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

8. Pension Plans (Continued)

The Company's policy is to minimize the risk of large losses through diversification in a portfolio of stocks, bonds, and cash equivalents, as appropriate, which may reflect varying rates of return. The percentage of assets allocated to cash is to assure liquidity to meet benefit disbursements and general operating expenses.

To develop the expected long-term rate of return on assets assumption, the Company considered the historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the pension portfolio and the diversification of the portfolio. This resulted in the selection of a 7.5% and 5.4% weighted-average long-term rate of return on assets assumption for the fiscal year ended September 30, 2014 for U.S. and non-U.S. plans, respectively.

As of September 30, 2014, the fair values of the Company's post-retirement benefit plan assets by major asset categories were as follows:

	Total Carrying Value as of September 30, 2014	Fair Value Measurement as of September 30, 2014		
		Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		(in millions)		
Cash and cash equivalents	\$ 7.9	\$ 3.4	\$ 4.5	\$ —
Investment funds				
Diversified funds	159.3	—	159.3	—
Equity funds	220.3	—	220.3	—
Fixed income funds	219.3	—	219.3	—
Hedge funds	27.9	—	14.2	13.7
Assets held by insurance company	37.6	—	37.6	—
Total	<u>\$ 672.3</u>	<u>\$ 3.4</u>	<u>\$ 655.2</u>	<u>\$ 13.7</u>

As of September 30, 2013, the fair values of the Company's post-retirement benefit plan assets by major asset categories are as follows:

	Total Carrying Value as of September 30, 2013	Fair Value Measurement as of September 30, 2013		
		Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		(in millions)		
Cash and cash equivalents	\$ 11.0	\$ 11.0	\$ —	\$ —
Investment funds				
Diversified funds	108.6	—	108.6	—
Equity funds	192.4	—	192.4	—
Fixed income funds	220.6	—	220.6	—
Hedge funds	25.0	—	12.4	12.6
Assets held by insurance company	46.1	—	46.1	—
Real estate	6.0	—	6.0	—
Total	<u>\$ 609.7</u>	<u>\$ 11.0</u>	<u>\$ 586.1</u>	<u>\$ 12.6</u>

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

8. Pension Plans (Continued)

Changes for the year ended September 30, 2014, in the fair value of the Company's recurring post-retirement plan Level 3 assets are as follows:

	September 30, 2013 Beginning balance	Actual return on plan assets, relating to assets still held at reporting date	Actual return on plan assets, relating to assets sold during the period	Purchases, sales and settlements (in millions)	Transfer into / (out of) Level 3	Change due to exchange rate changes	September 30, 2014 Ending balance
Investment funds							
Hedge funds	\$ 12.6	\$ 1.1	\$ —	\$ —	\$ —	\$ —	\$ 13.7
Total	\$ 12.6	\$ 1.1	\$ —	\$ —	\$ —	\$ —	\$ 13.7

Changes for the year ended September 30, 2013, in the fair value of the Company's recurring post-retirement plan Level 3 assets are as follows:

	September 30, 2012 Beginning balance	Actual return on plan assets, relating to assets still held at reporting date	Actual return on plan assets, relating to assets sold during the period	Purchases, sales and settlements (in millions)	Transfer into / (out of) Level 3	Change due to exchange rate changes	September 30, 2013 Ending balance
Investment funds							
Hedge funds	\$ 10.6	\$ 2.0	\$ —	\$ —	\$ —	\$ —	\$ 12.6
Total	\$ 10.6	\$ 2.0	\$ —	\$ —	\$ —	\$ —	\$ 12.6

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

For equity investment funds not traded on an active exchange, or if the closing price is not available, the trustee obtains indicative quotes from a pricing vendor, broker, or investment manager. These funds are categorized as Level 2 if the custodian obtains corroborated quotes from a pricing vendor or categorized as Level 3 if the custodian obtains uncorroborated quotes from a broker or investment manager.

Fixed income investment funds categorized as Level 2 are valued by the trustee using pricing models that use verifiable observable market data (e.g., interest rates and yield curves observable at commonly quoted intervals), bids provided by brokers or dealers, or quoted prices of securities with similar characteristics.

Hedge funds categorized as Level 3 are valued based on valuation models that include significant unobservable inputs and cannot be corroborated using verifiable observable market data. Hedge funds are valued by independent administrators. Depending on the nature of the assets, the general partners or independent administrators use both the income and market approaches in their models. The market approach consists of analyzing market transactions for comparable assets while the income approach uses earnings or the net present value of estimated future cash flows adjusted for liquidity and other risk factors. As of September 30, 2014, there were no material changes to the valuation techniques.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

9. Debt

Debt consisted of the following:

	September 30, 2014	September 30, 2013
	(in millions)	
Unsecured term credit agreement	\$ 712.5	\$ 750.0
Unsecured senior notes	263.9	260.2
Unsecured revolving credit facility	—	114.7
Other debt	27.6	48.4
Total debt	1,004.0	1,173.3
Less: Current portion of debt and short-term borrowings	(64.4)	(84.3)
Long-term debt, less current portion	\$ 939.6	\$ 1,089.0

The following table presents, in millions, scheduled maturities of our debt as of September 30, 2014:

Fiscal Year	
2015	\$ 64.4
2016	38.0
2017	37.7
2018	600.0
2019	—
Thereafter	263.9
Total	\$ 1,004.0

Unsecured Term Credit Agreement

In June 2013, the Company entered into a Second Amended and Restated Credit Agreement (Term Credit Agreement) with Bank of America, N.A., as administrative agent and a lender, and the other lenders party thereto. Pursuant to the Term Credit Agreement, the Company borrowed \$750 million and may borrow up to an additional \$100 million subject to certain conditions, including Company and lender approval. The Company used approximately \$675 million of the proceeds from the loans to repay indebtedness under our prior term loan facility. The loans under the Term Credit Agreement bear interest, at our option, at either the Base Rate (as defined in the Term Credit Agreement) plus an applicable margin or the Eurodollar Rate (as defined in the Term Credit Agreement) plus an applicable margin. The applicable margin for the Base Rate loans is a range of 0.125% to 1.250% and the applicable margin for Eurodollar Rate loans is a range of 1.125% to 2.250%, both based on our debt-to-earnings leverage ratio at the end of each fiscal quarter. For the years ended September 30, 2014 and 2013, the average interest rate of the Company's term loan facility was 1.66% and 1.98%, respectively. Payments of the initial principal amount outstanding under the Term Credit Agreement are required on an annual basis and began on June 30, 2014 with the final principal balance of \$600 million due on June 7, 2018. The Company may, at its option, prepay the loans at any time, without penalty. The Company's obligations under the Term Credit Agreement are guaranteed by certain of our subsidiaries pursuant to one or more subsidiary guarantees.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

9. Debt (Continued)

Unsecured Senior Notes

In July 2010, the Company issued \$300 million of notes to private institutional investors. The notes consisted of \$175.0 million of 5.43% Senior Notes, Series A, due July 2020 and \$125.0 million of 1.00% Senior Discount Notes, Series B, due July 2022 for net proceeds of \$249.8 million. The outstanding accreted balance of Series B Notes, which have an effective interest rate of 5.62%, was \$88.9 million and \$85.2 million at September 30, 2014 and 2013, respectively. The fair value of the Company's unsecured senior notes was approximately \$287.4 million and \$269.4 million at September 30, 2014 and 2013, respectively. The Company calculated the fair values based on model-derived valuations using market observable inputs, which are Level 2 inputs under the accounting guidance. The Company's obligations under the notes are guaranteed by certain of its subsidiaries pursuant to one or more subsidiary guarantees. The Company has the option to prepay the notes at any time at their called principal amount, together with any accrued and unpaid interest, plus a make-whole premium.

Unsecured Revolving Credit Facility

In January 2014, the Company entered into a Fourth Amended and Restated Credit Agreement (Revolving Credit Agreement), which provides for a borrowing capacity of \$1.05 billion. The Revolving Credit Agreement expires on January 29, 2019, and prior to this expiration date, principal amounts outstanding under the Revolving Credit Agreement may be repaid and reborrowed at the Company's option without prepayment or penalty, subject to certain conditions including the absence of any event of default. The Company may request an increase in capacity of up to a total of \$1.25 billion, subject to certain conditions including the absence of any event of default. The loans under the Revolving Credit Agreement may be borrowed in dollars or in certain foreign currencies and bear interest, at our option, at either the Base Rate (as defined in the Revolving Credit Agreement) plus an applicable margin or the Eurocurrency Rate (as defined in the Revolving Credit Agreement) plus an applicable margin. The applicable margin for the Base Rate loans is a range of 0.125% to 1.250% and the applicable margin for the Eurocurrency Rate loans is a range of 1.125% to 2.250%, both based on the Company's debt-to-earnings leverage ratio at the end of each fiscal quarter. In addition to these borrowing rates, there is a commitment fee which ranges from 0.125% to 0.350% on any unused commitment. At September 30, 2014 and 2013, \$0.0 million and \$114.7 million, respectively, were outstanding under the Company's revolving credit facility. At September 30, 2014 and 2013, outstanding standby letters of credit totaled \$12.1 million and \$35.5 million, respectively, under the Company's revolving credit facility. As of September 30, 2014, the Company had \$1,037.9 million available under our Revolving Credit Agreement.

Covenants and Restrictions

Under the Company's debt agreements relating to its unsecured revolving credit facility, unsecured term credit agreement, and unsecured senior notes, the Company is subject to a maximum consolidated leverage ratio at the end of each fiscal quarter. This ratio is calculated by dividing consolidated funded debt (including financial letters of credit and other adjustments per its debt agreements) by consolidated earnings before interest, taxes, depreciation, and amortization (EBITDA). Subject to certain differences among our debt agreements, EBITDA is defined as consolidated net income attributable to AECOM plus interest, depreciation and amortization expense, amounts set aside for taxes and other non-cash items (including a calculated annualized EBITDA from our acquisitions). As of September 30, 2014, the Company's most restrictive consolidated leverage ratio under its debt agreements was 2.55, which did not exceed the Company's maximum consolidated leverage ratio permitted under its debt agreements of 3.0.

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Our Revolving Credit Agreement and Term Credit Agreement also contain certain covenants that limit our ability to, among other things, (i) merge with other entities, (ii) enter into a transaction resulting in a change of control, (iii) create new liens, (iv) sell assets outside of the ordinary course of business, (v) enter into transactions with affiliates, (vi) substantially change the general nature of the Company and its subsidiaries taken as a whole, and (vii) incur indebtedness and contingent obligations.

Additionally, the Company's unsecured senior notes contain covenants that limit (i) certain types of indebtedness, which include indebtedness incurred by subsidiaries and indebtedness secured by a lien, (ii) merging with other entities, (iii) entering into a transaction resulting in a change of control, (iv) creating new liens, (v) selling assets outside of the ordinary course of business, (vi) entering into transactions with affiliates, and (vii) substantially changing the general nature of our Company and our subsidiaries taken as a whole. The unsecured senior notes also contain a financial covenant that requires us to maintain a net worth above a calculated threshold. The threshold is calculated as \$1.2 billion plus 40% of the consolidated net income for each fiscal quarter commencing with the fiscal quarter ending June 30, 2010. In the calculation of this threshold, the Company cannot include a consolidated net loss that may occur in any fiscal quarter. The Company's net worth for this financial covenant is defined as total AECOM stockholders' equity, which is consolidated stockholders' equity, including any redeemable common stock and stock units and the liquidation preference of any preferred stock. As of September 30, 2014, this amount was \$2.2 billion, which exceeds the calculated threshold of \$1.7 billion.

Should the Company fail to comply with these covenants, all or a portion of its borrowings under the unsecured senior notes and unsecured term credit agreements could become immediately payable and its unsecured revolving credit facility could be terminated. At September 30, 2014 and 2013, the Company was in compliance with all such covenants.

The Company's average effective interest rate on total borrowings, including the effects of the interest rate swap agreements, during the year ended September 30, 2014, 2013 and 2012 was 2.8%, 3.0% and 3.1%, respectively.

Other Debt

Other debt consists primarily of bank overdrafts, obligations under capital leases, and other unsecured credit facilities. In addition to the unsecured revolving credit facility discussed above, the Company also has other unsecured credit facilities primarily used for standby letters of credit issued for payment of performance guarantees. At September 30, 2014 and 2013, these outstanding standby letters of credit totaled \$301.0 million and \$236.4 million, respectively. As of September 30, 2014 and 2013, the Company had \$327.4 million and \$331.8 million, respectively, available under these unsecured credit facilities.

10. Derivative Financial Instruments

The Company uses certain interest rate derivative contracts to hedge interest rate exposures on the Company's variable rate debt. The Company enters into foreign currency derivative contracts with financial institutions to reduce the risk that its cash flows and earnings will be adversely affected by foreign currency exchange rate fluctuations. The Company's hedging program is not designated for trading or speculative purposes.

The Company recognizes derivative instruments as either assets or liabilities on the accompanying consolidated balance sheets at fair value. The Company records changes in the fair value (i.e., gains or

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

10. Derivative Financial Instruments (Continued)

losses) of the derivatives that have been designated as accounting hedges in the accompanying consolidated statements of operations as cost of revenue, interest expense or to accumulated other comprehensive loss in the accompanying consolidated balance sheets.

Cash Flow Hedges

The Company uses interest rate swap agreements designated as cash flow hedges to fix the variable interest rates on portions of the Company's debt. The Company also uses foreign currency options designated as cash flow hedges to hedge forecasted revenue transactions denominated in currencies other than the U.S. dollar. The Company initially reports any gain on the effective portion of a cash flow hedge as a component of accumulated other comprehensive loss. Depending on the type of cash flow hedge, the gain is subsequently reclassified to either interest expense when the interest expense on the variable rate debt is recognized, or to cost of revenue when the hedged revenues are recorded. If the hedged transaction becomes probable of not occurring, any gain or loss related to interest rate swap agreements or foreign currency options would be recognized in other income (expense). Further, the Company excludes the change in the time value of the foreign currency options from the assessment of hedge effectiveness. The Company records the premium paid or time value of an option on the date of purchase as an asset. Thereafter, the Company recognizes any change to this time value in cost of revenue.

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

September 30, 2014			
	Notional Amount (in millions)	Fixed Rate	Expiration Date
\$	300.0	1.63%	June 2018
	250.0	0.95%	September 2015
	200.0	0.68%	December 2014

September 30, 2013			
	Notional Amount (in millions)	Fixed Rate	Expiration Date
\$	250.0	0.95%	September 2015
	200.0	0.68%	December 2014
	150.0	0.55%	December 2013

There were no foreign currency options to purchase British Pounds (GBP) with Brazilian Reals (BRL) at September 30, 2014. The notional principal of foreign currency options to purchase GBP with BRL was BRL 2.1 million (or approximately \$0.9 million) at September 30, 2013.

Foreign Currency Forward Contracts

The Company uses foreign currency forward contracts, which are not designated as accounting hedges, to hedge intercompany transactions and other monetary assets or liabilities denominated in currencies other than the functional currency of a subsidiary. Gains and losses on these contracts are recognized in cost of revenue for those instruments related to the provision of their respective services or general and administrative expenses, along with the offsetting losses and gains of the related hedged items.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

10. Derivative Financial Instruments (Continued)

The notional principal of foreign currency forward contracts to purchase U.S. dollars with foreign currencies was \$69.5 million at September 30, 2014. The notional principal of foreign currency forward contracts to sell U.S. dollars for foreign currencies was \$71.5 million at September 30, 2014. The notional principal of foreign currency forward contracts to purchase GBP with BRL was BRL 1.1 million (or approximately \$0.4 million) at September 30, 2014. The notional principal of foreign currency forward contracts to purchase U.S. dollars with foreign currencies was \$171.8 million at September 30, 2013. The notional principal of foreign currency forward contracts to sell U.S. dollars for foreign currencies was \$174.2 million at September 30, 2013. The notional principal of foreign currency forward contracts to purchase GBP with BRL was BRL 4.0 million (or approximately \$1.8 million) at September 30, 2013. The notional principal of foreign currency forward contracts to sell GBP for BRL was BRL 8.2 million (or approximately \$3.6 million) at September 30, 2013.

Other Derivatives

Other derivatives that are not designated as hedging instruments consist of option contracts that the Company uses to hedge anticipated transactions in currencies other than the functional currency of a subsidiary. The Company recognizes gains and losses on these contracts as well as the offsetting losses and gains of the related hedged item costs in cost of revenue. The Company records the premium paid or time value of an option on the date of purchase as an asset. Thereafter, the Company recognizes any change to this time value in cost of revenue. There were no such option contracts were outstanding at September 30, 2014 and 2013.

The fair values of our outstanding derivative instruments were as follows (in millions):

Balance Sheet Location		Fair Value of Derivative Instruments as of	
		Sep 30, 2014	Sep 30, 2013
Derivative assets			
Derivatives designated as			
hedging instruments:			
Foreign currency options	Prepaid expenses and other current assets	\$ —	\$ 0.1
Interest rate swap agreements	Other non-current asset	1.7	—
Derivatives not designated as			
hedging instruments:			
Foreign currency forward			
contracts	Prepaid expenses and other current assets	3.1	1.6
Total		<u>\$ 4.8</u>	<u>\$ 1.7</u>
Derivative liabilities			
Derivatives designated as			
hedging instruments:			
Interest rate swap agreements	Accrued expenses and other current liabilities	\$ 4.8	\$ 2.6
Interest rate swap agreements	Other long-term liabilities	—	1.1
Derivatives not designated as			
hedging instruments:			
Foreign currency forward			
contracts	Accrued expenses and other current liabilities	3.7	1.5
Total		<u>\$ 8.5</u>	<u>\$ 5.2</u>

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****10. Derivative Financial Instruments (Continued)**

At September 30, 2014, the effective portion of the Company's interest rate swap agreements designated as cash flow hedges before tax effect was \$3.0 million, of which \$4.8 million is expected to be reclassified from accumulated other comprehensive loss to interest expense within the next 12 months. At September 30, 2014, the effective portion of the Company's foreign currency options designated as cash flow hedges before tax effect were immaterial.

The effect of derivative instruments in cash flow hedging relationships on income and other comprehensive income is summarized below (in millions):

		Increase in Losses Recognized in Accumulated Other Comprehensive Loss on Derivatives Before Tax Effect (Effective Portion) Year Ended September 30,		
		2014	2013	2012
Derivatives in cash flow hedging relationship:				
Interest rate swap agreements		\$ (2.4)	\$ (0.5)	\$ (8.4)

		Losses Reclassified from Accumulated Other Comprehensive Loss into Income (Effective Portion) Year Ended September 30,		
		2014	2013	2012
Derivatives in cash flow hedging relationship:				
Interest rate swap agreements	Interest expense	\$ (2.9)	\$ (3.1)	\$ (2.2)
Foreign currency options	Cost of revenue	(0.1)	—	—

		Losses Recognized in Income on Derivatives (Amount Excluded from Effectiveness Testing and Ineffective Portion)(1) Year Ended September 30,		
		2014	2013	2012
Derivatives in cash flow hedging relationship:				
Foreign currency options	Cost of revenue	\$ —	\$ (0.1)	\$ (0.1)

(1) Losses related to the ineffective portion of the hedges were not material in all periods presented.

The gain recognized in accumulated other comprehensive loss from the Company's foreign currency options was immaterial for all years presented. The gain reclassified from accumulated other comprehensive loss into income from the foreign currency options was immaterial for all years presented. Additionally, there were no losses recognized in income due to amounts excluded from effectiveness testing from the Company's interest rate swap agreements.

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****10. Derivative Financial Instruments (Continued)**

The effect of derivative instruments not designated as hedging instruments on income is summarized below (in millions):

	Location	Gains / (Losses) Recognized in Income on Derivatives (Amount Excluded from Effectiveness Testing and Ineffective Portion)(1)		
		Year Ended September 30,		
		2014	2013	2012
Derivatives not designated as hedging instruments:				
Foreign currency forward contracts	General and administrative expenses	\$ (0.1)	\$ (4.7)	\$ 4.2
Foreign currency forward contracts	Cost of revenue	—	—	0.1
Option contracts	Cost of revenue	—	(0.3)	(0.1)
		<u>\$ (0.1)</u>	<u>\$ (5.0)</u>	<u>\$ 4.2</u>

(1) Losses related to the ineffective portion of the hedges were not material in all periods presented.

11. Fair Value Measurements

Fair value is the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining fair value, the Company considers the principal or most advantageous market in which it would transact, and the Company considers assumptions that market participants would use when pricing the asset or liability. It measures certain financial and nonfinancial assets and liabilities at fair value on a recurring and nonrecurring basis.

Nonfinancial assets and liabilities include items such as goodwill and long lived assets that are measured at fair value resulting from impairment, if deemed necessary. During the year ended September 30, 2012, the Company recognized an impairment of goodwill within both its PTS and MSS reportable segments. For further information regarding the impairment of goodwill refer to Note 4 herein.

Fair Value Hierarchy

The three levels of inputs may be used to measure fair value, as discussed in Note 1. There were no significant transfers between any of the levels of the fair value hierarchy during the years ended September 30, 2014 and 2013. The Company classifies its derivative financial instruments within Level 2 as the valuation inputs are based on quoted prices and market observable data of similar instruments.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

11. Fair Value Measurements (Continued)

The following table summarizes the Company's non-pension financial assets and liabilities measured at fair value on a recurring basis (at least annually) in millions:

	September 30, 2014	Quoted Prices in Active Markets for Similar Assets (Level 2)
Interest rate swap agreements	\$ 1.7	\$ 1.7
Foreign currency forward contracts	3.1	3.1
Total assets	<u>\$ 4.8</u>	<u>\$ 4.8</u>
Interest rate swap agreements	\$ 4.8	\$ 4.8
Foreign currency forward contracts	3.7	3.7
Total liabilities	<u>\$ 8.5</u>	<u>\$ 8.5</u>

	September 30, 2013	Quoted Prices in Active Markets for Similar Assets (Level 2)
Foreign currency options	\$ 0.1	\$ 0.1
Foreign currency forward contracts	1.6	1.6
Total assets	<u>\$ 1.7</u>	<u>\$ 1.7</u>
Interest rate swap agreements	\$ 3.7	\$ 3.7
Foreign currency forward contracts	1.5	1.5
Total liabilities	<u>\$ 5.2</u>	<u>\$ 5.2</u>

For additional information about the Company's derivative financial instruments refer to Note 10 herein.

12. Concentration of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash investments and trade receivables. The Company's cash balances and short-term investments are maintained in accounts held by major banks and financial institutions located primarily in the U.S., Canada, Europe, Australia, Middle East and Hong Kong. If the Company extends significant credit to clients in a specific geographic area or industry, the Company may experience disproportionately high levels of default if those clients are adversely affected by factors particular to their geographic area or industry. Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base, including, in large part, governments, government agencies and quasi-government organizations, and their dispersion across many different industries and geographies. See Note 21 regarding the Company's foreign revenues. In order to mitigate credit risk, the Company continually reviews the credit worthiness of its major private clients.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

13. Leases

The Company and its subsidiaries are lessees in non-cancelable leasing agreements for office buildings and equipment. The related payments are expensed on a straight-line basis over the lease term, including, as applicable, any free-rent period during which the Company has the right to use the asset. For leases with renewal options where the renewal is reasonably assured, the lease term, including the renewal period is used to determine the appropriate lease classification and to compute periodic rental expense. The following table presents, in millions, amounts payable under non-cancelable operating lease commitments during the following fiscal years:

<u>Year Ending September 30,</u>	
2015	\$ 181.4
2016	154.8
2017	126.4
2018	102.6
2019	86.1
Thereafter	234.7
Total	<u>\$ 886.0</u>

Rent expense for leases for the years ended September 30, 2014, 2013 and 2012 was approximately \$210.4 million, \$225.4 million and \$237.4 million, respectively. When the Company is required to restore leased facilities to original condition, provisions are made over the period of the lease.

14. Other Financial Information

Accrued expenses and other current liabilities consist of the following:

	<u>Fiscal Year Ended</u>	
	<u>September 30,</u>	<u>September 30,</u>
	<u>2014</u>	<u>2013</u>
	<u>(in millions)</u>	
Accrued salaries and benefits	\$ 400.6	\$ 410.6
Accrued contract costs	446.4	404.2
Other accrued expenses	117.6	100.5
	<u>\$ 964.6</u>	<u>\$ 915.3</u>

Accrued contract costs above include balances related to professional liability accruals of \$120.2 million and \$121.3 million as of September 30, 2014 and 2013, respectively. The remaining accrued contract costs primarily relate to costs for services provided by subcontractors and other non-employees.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

14. Other Financial Information (Continued)

Other long-term liabilities consist of the following:

	Fiscal Year Ended	
	September 30, 2014	September 30, 2013
	(in millions)	
Pension liabilities (Note 8)	\$ 221.3	\$ 192.7
Reserve for uncertain tax positions (Note 18)	52.6	60.2
Other	181.7	196.0
	<u>\$ 455.6</u>	<u>\$ 448.9</u>

15. Reclassifications out of Accumulated Other Comprehensive Loss

The accumulated balances and reporting period activities for the years ended September 30, 2014, 2013 and 2012 related to reclassifications out of accumulated other comprehensive loss are summarized as follows (in millions):

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2011	\$ (136.5)	\$ (51.1)	\$ —	\$ (187.6)
Other comprehensive income before reclassification	(44.7)	53.8	(5.0)	4.1
Amounts reclassified from accumulated other comprehensive loss:				
Actuarial losses, net of tax	3.0	—	—	3.0
Cash flow hedge losses, net of tax	—	—	1.3	1.3
Balances at September 30, 2012	<u>\$ (178.2)</u>	<u>\$ 2.7</u>	<u>\$ (3.7)</u>	<u>\$ (179.2)</u>

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2012	\$ (178.2)	\$ 2.7	\$ (3.7)	\$ (179.2)
Other comprehensive income before reclassification	(19.9)	(69.1)	(0.2)	(89.2)
Amounts reclassified from accumulated other comprehensive loss:				
Actuarial losses, net of tax	5.3	—	—	5.3
Cash flow hedge losses, net of tax	—	—	1.8	1.8
Balances at September 30, 2013	<u>\$ (192.8)</u>	<u>\$ (66.4)</u>	<u>\$ (2.1)</u>	<u>\$ (261.3)</u>

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

15. Reclassifications out of Accumulated Other Comprehensive Loss (Continued)

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2013	\$ (192.8)	\$ (66.4)	\$ (2.1)	\$ (261.3)
Other comprehensive income before reclassification	(30.3)	(71.4)	(1.4)	(103.1)
Amounts reclassified from accumulated other comprehensive loss:				
Actuarial losses, net of tax	6.1	—	—	6.1
Cash flow hedge losses, net of tax	—	—	1.7	1.7
Balances at September 30, 2014	<u>\$ (217.0)</u>	<u>\$ (137.8)</u>	<u>\$ (1.8)</u>	<u>\$ (356.6)</u>

	Year Ended September 30, 2014	Year Ended September 30, 2013	Year Ended September 30, 2012
Cash flow hedges(1)	\$ 2.9	\$ 3.0	\$ 2.2
Taxes	(1.2)	(1.2)	(0.9)
Cash flow hedges, net of tax	<u>\$ 1.7</u>	<u>\$ 1.8</u>	<u>\$ 1.3</u>
Actuarial losses(2)	\$ 8.7	\$ 8.0	\$ 4.7
Taxes	(2.6)	(2.7)	(1.7)
Actuarial losses, net of tax	<u>\$ 6.1</u>	<u>\$ 5.3</u>	<u>\$ 3.0</u>

- (1) This accumulated other comprehensive component is reclassified in Interest expense in our Consolidated Statements of Income. See Note 10, Derivative Financial Instruments, for more information.
- (2) This accumulated other comprehensive component is reclassified in Cost of revenue and General and administrative expenses in our Consolidated Statements of Income. See Note 8, Pension Benefit Obligations, for more information.

16. Stockholders' Equity

Common Stock Units—Common stock units are only redeemable for common stock. In the event of liquidation of the Company, holders of stock units are entitled to no greater rights than holders of common stock. See also Note 17.

17. Stock Plans

Defined Contribution Plans—Substantially all permanent employees are eligible to participate in defined contribution plans provided by the Company. Under these plans, participants may make contributions into a variety of funds, including a fund that is fully invested in Company stock. Employees are not required to allocate any funds to Company stock. Employees may generally reallocate their account balances on a daily basis; however, employees classified as insiders are restricted under the Company's insider trading policy.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

17. Stock Plans (Continued)

Stock compensation expense relating to employer contributions under defined contribution plans for fiscal years ended September 30, 2014, 2013 and 2012 was \$14.4 million, \$14.6 million and \$15.9 million, respectively. Issuances of AECOM common stock related to employee participants' contributions to these defined contribution plans are included as issuances of stock in the accompanying Consolidated Statements of Stockholders' Equity and of Cash Flows.

Stock Incentive Plans—Under the 2006 Stock Incentive Plan, the Company has up to 19.8 million securities remaining available for future issuance under stock options or up to 9.9 million securities remaining available for restricted stock awards and performance stock awards as of September 30, 2014. Stock options may be granted to employees and non-employee directors with an exercise price not less than the fair market value of the stock on the date of grant. Unexercised options expire seven years after date of grant.

During the three years in the period ended September 30, 2014, option activity was as follows:

	Number of Options (in millions)	Weighted Average Exercise Price
Balance, September 30, 2011	2.9	\$ 21.38
Granted	—	—
Exercised	(0.4)	11.40
Cancelled	—	26.23
Balance, September 30, 2012	2.5	22.81
Granted	—	—
Exercised	(0.8)	18.31
Cancelled	(0.1)	26.83
Balance, September 30, 2013	1.6	24.73
Granted	0.6	31.62
Exercised	(0.5)	23.64
Cancelled	(0.1)	26.87
Balance, September 30, 2014	1.6	27.69
Exercisable as of September 30, 2012	2.1	\$ 22.07
Exercisable as of September 30, 2013	1.4	24.51
Exercisable as of September 30, 2014	0.9	25.16

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The following table summarizes information concerning outstanding and exercisable options as of September 30, 2014:

	Options Outstanding				Options Exercisable		
	Number Outstanding as of September 30, 2014 (in millions)	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Aggregate Intrinsic Value (in millions)	Number Exercisable as of September 30, 2014 (in millions)	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price
Range of Exercise Prices							
\$21.01 - \$23.94	0.4	1.18	\$ 23.46	\$ 4.1	0.4	1.18	\$ 23.46
24.45 - 28.67	0.5	2.06	26.24	3.6	0.5	2.06	26.24
30.96 - 34.00	0.7	9.17	31.65	0.8	—	0.66	32.53
	<u>1.6</u>	<u>4.69</u>	<u>27.69</u>	<u>\$ 8.5</u>	<u>0.9</u>	<u>1.65</u>	<u>25.16</u>

The remaining contractual life of options outstanding at September 30, 2014 range from 0.03 to 9.43 years and have a weighted average remaining contractual life of 4.69 years. The aggregate intrinsic value of stock options exercised during the years ended September 30, 2014, 2013 and 2012 was \$4.3 million, \$7.9 million and \$3.9 million, respectively.

The fair value of the Company's employee stock option awards is estimated on the date of grant. The expected term of awards granted represents the period of time the awards are expected to be outstanding. The risk-free interest rate is based on U.S. Treasury bond rates with maturities equal to the expected term of the option on the grant date. The Company uses historical data as a basis to estimate the probability of forfeitures. The weighted average grant-date fair value of stock options granted during the year ended September 30, 2014 was \$7.83.

The Company grants stock units to employees under the Performance Earnings Program (PEP), whereby units are earned and issued dependent upon meeting established performance objectives and vesting over a three-year period. Additionally, the Company issues restricted stock units, which are earned based on service conditions. The grant date fair value of PEP awards and restricted stock unit awards is that day's closing market price of the Company's common stock. The weighted average grant date fair value of PEP awards was \$29.32, \$22.27, and \$20.58 during the years ended September 30, 2014, 2013 and 2012, respectively. The weighted average grant date fair value of restricted stock unit awards was \$29.60, \$22.83, and \$20.62 during the years ended September 30, 2014, 2013 and 2012, respectively. Total compensation expense related to these share-based payments including stock options was \$34.4 million, \$32.6 million and \$26.6 million during the years ended September 30, 2014, 2013 and 2012, respectively. Unrecognized compensation expense related to total share-based payments outstanding as of September 30, 2014 was \$62.4 million, to be recognized on a straight-line basis over the awards' respective vesting periods which are generally three years.

Cash flow attributable to tax benefits resulting from tax deductions in excess of compensation cost recognized for those stock options (excess tax benefits) is classified as financing cash flows. Excess tax benefits of \$0.7 million, \$1.8 million and \$1.3 million for the years ended September 30, 2014, 2013 and 2012, respectively, have been classified as financing cash inflows in the Consolidated Statements of Cash Flows.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. Income Taxes

Income before income taxes included income (loss) from domestic operations of \$138.2 million, \$111.8 million and \$(89.2) million for fiscal years ended September 30, 2014, 2013 and 2012 and income from foreign operations of \$176.6 million, \$224.0 million and \$106.7 million for fiscal years ended September 30, 2014, 2013 and 2012.

Income tax expense (benefit) on continuing operations is comprised of:

	Fiscal Year Ended		
	September 30, 2014	September 30, 2013	September 30, 2012
	(in millions)		
Current:			
Federal	\$ 5.3	\$ 30.3	\$ 29.3
State	3.3	9.9	2.1
Foreign	46.3	59.7	63.3
Total current income tax expense	<u>54.9</u>	<u>99.9</u>	<u>94.7</u>
Deferred:			
Federal	27.7	5.8	(19.2)
State	5.6	(10.6)	0.6
Foreign	(6.2)	(2.5)	(1.7)
Total deferred income tax expense (benefit)	<u>27.1</u>	<u>(7.3)</u>	<u>(20.3)</u>
Total income tax expense	<u>\$ 82.0</u>	<u>\$ 92.6</u>	<u>\$ 74.4</u>

The major elements contributing to the difference between the U.S. federal statutory rate of 35.0% and the effective tax rate are as follows:

	Fiscal Year Ended					
	September 30, 2014		September 30, 2013		September 30, 2012	
	Amount	%	Amount	%	Amount	%
	(in millions)					
Tax at federal statutory rate	\$ 110.2	35.0%	\$ 117.5	35.0%	\$ 6.1	35.0%
State income tax, net of federal benefit	5.0	1.6	2.5	0.7	1.1	6.3
U.S. income tax credits and incentives	(3.5)	(1.1)	(10.8)	(3.2)	(2.9)	(16.6)
Foreign tax rate differential	(22.5)	(7.2)	(9.9)	(2.9)	(25.4)	(145.1)
Foreign Research and Experimentation credits	(3.6)	(1.1)	(3.9)	(1.1)	(5.8)	(33.3)
Goodwill impairment	—	—	—	—	101.1	578.3
Change in uncertain tax positions	(4.5)	(1.4)	(7.3)	(2.2)	(4.1)	(23.4)
Valuation allowance	6.3	2.0	1.6	0.5	0.5	2.7
Domestic production activities deduction	(11.7)	(3.7)	(2.6)	(0.8)	(1.2)	(6.8)
Nondeductible transaction costs	2.8	0.9	—	—	1.3	7.6
Other items, net	3.5	1.1	5.5	1.6	3.7	21.0
Total income tax expense	<u>\$ 82.0</u>	<u>26.1%</u>	<u>\$ 92.6</u>	<u>27.6%</u>	<u>\$ 74.4</u>	<u>425.7%</u>

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. Income Taxes (Continued)

The deferred tax assets (liabilities) are as follows:

	Fiscal Year Ended	
	September 30, 2014	September 30, 2013
	(in millions)	
Deferred tax assets:		
Compensation and benefit accruals not currently deductible	\$ 65.5	\$ 74.7
Net operating loss carry forwards	69.3	58.1
Self insurance reserves	48.8	54.7
Research and Experimentation and other tax credits	34.2	38.3
Pension liability	59.4	58.5
Accrued liabilities	63.7	56.1
Investments in joint ventures/non-controlled subsidiaries	20.7	13.9
State taxes	1.5	0.9
Other	4.0	4.2
Total deferred tax assets	367.1	359.4
Deferred tax liabilities:		
Unearned revenue	(122.9)	(139.3)
Depreciation and amortization	(59.2)	(20.1)
Acquired intangible assets	(14.8)	(15.8)
Total deferred tax liabilities	(196.9)	(175.2)
Valuation allowance	(27.1)	(20.8)
Net deferred tax assets	\$ 143.1	\$ 163.4

As of September 30, 2014, the Company has available unused state net operating loss (NOL) carry forwards of \$230.6 million and foreign NOL carry forwards of \$260.2 million which expire at various dates. In addition, as of September 30, 2014, the Company has unused state research and development credits of \$17.5 million and California Enterprise Zone Tax Credits of \$4.6 million which can be carried forward indefinitely.

As of September 30, 2014 and 2013, gross deferred tax assets were \$367.1 million and \$359.4 million, respectively. The Company has recorded a valuation allowance of approximately \$27.1 million and \$20.8 million at September 30, 2014 and 2013, respectively, related to state and foreign net operating loss carry forwards and credits. The Company has performed an assessment of positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carry forward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset. Although realization is not assured, based on the Company's assessment, the Company has concluded that it is more likely than not that the remaining gross deferred tax asset (exclusive of

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AECOM TECHNOLOGY CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. Income Taxes (Continued)

deferred tax liabilities) of \$340.0 million will be realized and, as such, no additional valuation allowance has been provided.

As of September 30, 2014 and 2013, the Company has remaining tax-deductible goodwill of \$251.6 million and \$283.9 million, respectively, resulting from acquisitions. The amortization of this goodwill is deductible over various periods ranging up to 15 years.

The Company does not provide for U.S. taxes or foreign withholding taxes on undistributed earnings from non-U.S. subsidiaries because such earnings are able to and intended to be reinvested indefinitely. The undistributed earnings are approximately \$976.7 million. If undistributed pre-tax earnings were distributed, foreign tax credits could become available under current law to partially or fully reduce the resulting U.S. income tax liability. If such earnings were repatriated, additional tax expense may result, although the calculation of such additional taxes is not practicable.

As of September 30, 2014 and 2013, the Company had a liability for unrecognized tax benefits, including potential interest and penalties, net of related tax benefit, totaling \$52.6 million and \$60.2 million, respectively. The gross unrecognized tax benefits as of September 30, 2014 and 2013 were \$47.5 million and \$53.7 million, respectively, excluding interest, penalties, and related tax benefit. Of the \$47.5 million, approximately \$28.6 million would be included in the effective tax rate if recognized in the fiscal year ended September 30, 2014. The adoption of ASC 805, "Accounting for Business Combinations," at the beginning of the fiscal year ended September 30, 2010 changed the treatment of the reversal of unrecognized tax benefits related to acquired companies which prior to adoption of ASC 805 would have impacted goodwill, but after the adoption of ASC 805, results in the recognition of income tax benefit. A reconciliation of the beginning and ending amount of gross unrecognized tax benefits is as follows:

	Fiscal Year Ended	
	September 30, 2014	September 30, 2013
	(in millions)	
Balance at the beginning of the year	\$ 53.7	\$ 55.8
Gross increase in prior years' tax positions	3.3	7.2
Gross decrease in prior years' tax positions	(7.6)	(5.6)
Decrease due to settlement with tax authorities	(2.0)	(1.6)
Gross increase in current period's tax positions	2.2	3.8
Lapse of statute of limitations	(2.1)	(5.9)
Balance at the end of the year	<u>\$ 47.5</u>	<u>\$ 53.7</u>

The Company classifies interest and penalties related to uncertain tax positions within the income tax expense line in the accompanying consolidated statements of operations. At September 30, 2014, the accrued interest and penalties were \$6.2 million and \$2.9 million, respectively, excluding any related income tax benefits. As of September 30, 2013, the accrued interest and penalties were \$7.3 million and \$2.7 million, respectively, excluding any related income tax benefits.

The Company files income tax returns in numerous tax jurisdictions, including the U.S., and numerous U.S. states and non-U.S. jurisdictions around the world. The statute of limitations varies by jurisdiction in which the Company operates. Because of the number of jurisdictions in which the Company files tax

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

18. Income Taxes (Continued)

returns, in any given year the statute of limitations in certain jurisdictions may expire without examination within the 12-month period from the balance sheet date.

The Company is currently under examination by the U.S. Internal Revenue Service for the fiscal years ended September 30, 2010 and September 30, 2011. With a few exceptions, the Company is no longer subject to U.S. state or non-U.S. income tax examinations by tax on authorities for years before fiscal year 2009. The Company anticipates that some of the audits may be concluded in the foreseeable future, including in fiscal year ending September 30, 2015. Based on the status of these audits, it is reasonably possible that the conclusion of the audits may result in a reduction of unrecognized tax benefits. It is not possible to estimate the impact of any change at this time.

19. Earnings Per Share

Basic earnings per share (EPS) excludes dilution and is computed by dividing net income available for common stockholders by the weighted average number of common shares outstanding for the period. Diluted EPS is computed by dividing net income by the weighted average number of common shares outstanding and potential common shares for the period. The Company includes as potential common shares the weighted average dilutive effects of outstanding stock options and restricted stock units using the treasury stock method. The computation of diluted loss per share for the year ended September 30, 2012 excludes 0.7 million of potential common shares due to their antidilutive effect.

The following table sets forth a reconciliation of the denominators of basic and diluted earnings per share:

	Fiscal Year Ended		
	September 30, 2014	September 30, 2013	September 30, 2012
		(in millions)	
Denominator for basic earnings per share	97.2	100.6	111.9
Potential common shares	1.5	1.3	—
Denominator for diluted earnings per share	98.7	101.9	111.9

As discussed in Note 3, EPS includes the effect of repurchased shares. For the years ended September 30, 2014 and 2013, options excluded from the calculation of potential common shares were not significant.

20. Commitments and Contingencies

The Company records amounts representing its probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. The Company relies in part on qualified actuaries to assist it in determining the level of reserves to establish for insurance-related claims that are known and have been asserted against it, and for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to the Company's claims administrators as of the respective balance sheet dates. The Company includes any adjustments to such insurance reserves in its consolidated results of operations.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

20. Commitments and Contingencies (Continued)

The Company is a defendant in various lawsuits arising in the normal course of business. In the opinion of management, based upon current information and discussions with counsel, with the exception of the matters noted below, the ultimate resolution of these matters will not have a material adverse effect on its consolidated balance sheet or statements of operations or cash flows.

In some instances, the Company guarantees that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, the Company may either incur additional costs or be held responsible for the costs incurred by the client to achieve the required performance standards. At September 30, 2014, the Company was contingently liable in the amount of approximately \$313.1 million under standby letters of credit issued primarily in connection with general and professional liability insurance programs and for payment of performance guarantees.

In the ordinary course of business, the Company enters into various agreements providing financial or performance assurances to clients on behalf of certain unconsolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities. In addition, in connection with the investment activities of AECOM Capital, we provide guarantees of certain obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations and acts of willful misconduct. The guarantees have various expiration dates. The maximum potential payment amount of an outstanding performance guarantee is the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) will be required to complete those activities. The Company generally only enters into joint venture arrangements with partners who are reputable, financially sound and who carry appropriate levels of surety bonds for the project in order to adequately assure completion of their assignments. The Company does not expect that these guarantees will have a material adverse effect on its consolidated balance sheet or statements of operations or cash flows.

Tishman Inquiry

The U.S. Attorney's Office for the Eastern District of New York (USAO) has informed the Company's subsidiary Tishman Construction Corporation (TCC) that, in connection with a wage and hour investigation of several New York area contractors, the USAO is investigating potential improper overtime payments to union workers on projects managed by TCC and other contractors in New York dating back to 1999. TCC, which was acquired by the Company in 2010, has cooperated fully with the investigation and, as of this date, no actions have been filed.

AECOM Australia

In 2005 and 2006, the Company's main Australian subsidiary, AECOM Australia Pty Ltd (AECOM Australia), performed a traffic forecast assignment for a client consortium as part of the client's project to design, build, finance and operate a tolled motorway tunnel in Australia. To fund the motorway's design and construction, the client formed certain special purpose vehicles (SPVs) that raised approximately \$700 million Australian dollars through an initial public offering (IPO) of equity units in 2006 and approximately an additional \$1.4 billion Australian dollars in long term bank loans. The SPVs went into insolvency administrations in February 2011.

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****20. Commitments and Contingencies (Continued)**

KordaMentha, the receivers for the SPVs (the RCM Applicants), caused a lawsuit to be filed against AECOM Australia by the RCM Applicants in the Federal Court of Australia on May 14, 2012. Portigon AG (formerly WestLB AG), one of the lending banks to the SPVs, filed a lawsuit in the Federal Court of Australia against AECOM Australia on May 18, 2012. Separately, a class action lawsuit, which has been amended to include approximately 770 of the IPO investors, was filed against AECOM Australia in the Federal Court of Australia on May 31, 2012.

All of the lawsuits claim damages that purportedly resulted from AECOM Australia's role in connection with the above described traffic forecast. The RCM Applicants have claimed damages of approximately \$1.68 billion Australian dollars (including interest, as of March 31, 2014). The damages claimed by Portigon as of June 17, 2014 were also recently quantified at approximately \$76 million Australian dollars (including interest). The Company believes this claim is duplicative of damages already included in the RCM Applicants' claim to the extent Portigon receives a portion of the RCM Applicants' recovery. The class action applicants claim that they represent investors who acquired approximately \$155 million Australian dollars of securities.

AECOM Australia disputes the claimed entitlements to damages asserted by all applicants and is vigorously defending the claims brought against it. The likely resolution of these matters cannot be reasonably determined at this time. However, if these matters are not resolved in AECOM Australia's favor then, depending upon the outcome, such resolution could have a material adverse effect on the Company's results of operations.

21. Reportable Segments and Geographic Information

The Company's operations are organized into two reportable segments: Professional Technical Services (PTS) and Management Support Services (MSS). The Company's PTS reportable segment delivers planning, consulting, architectural and engineering design, and program and construction management services to commercial and government clients worldwide. The Company's MSS reportable segment provides program and facilities management and maintenance, training, logistics, consulting, and technical assistance and systems integration services, primarily for agencies of the U.S. government. These reportable segments are organized by the types of services provided, the differing specialized needs of the respective clients, and how the Company manages its business. The Company has aggregated operating segments into its PTS reportable segment based on their similar characteristics, including similar long term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

Management internally analyzes the results of its operations using several non-GAAP measures. A significant portion of the Company's revenues relates to services provided by subcontractors and other non-employees that it categorizes as other direct costs. Other direct costs are segregated from cost of revenues resulting in revenue, net of other direct costs, which is a measure of work performed by Company employees. The Company has included information on revenue, net of other direct costs, as it believes that it is useful to view its revenue exclusive of costs associated with external service providers.

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

21. Reportable Segments and Geographic Information (Continued)

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

Reportable Segments:	Professional Technical Services	Management Support Services	Corporate	Total
	(in millions)			
Fiscal Year Ended September 30, 2014:				
Revenue	\$ 7,609.9	\$ 746.9	\$ —	\$ 8,356.8
Revenue, net of other direct costs(1)	4,462.7	392.9	—	4,855.6
Gross profit	365.2	38.0	—	403.2
Equity in earnings of joint ventures	41.4	16.5	—	57.9
General and administrative expenses	—	—	(80.9)	(80.9)
Acquisition and integration expenses	—	—	(27.3)	(27.3)
Operating income (loss)	406.6	54.5	(108.2)	352.9
Segment assets	5,366.0	392.4	365.0	6,123.4
Gross profit as a % of revenue	4.8%	5.1%	—	4.8%
Gross profit as a % of revenue, net of other direct costs(1)	8.2%	9.7%	—	8.3%
Fiscal Year Ended September 30, 2013:				
Revenue	\$ 7,242.9	\$ 910.6	\$ —	\$ 8,153.5
Revenue, net of other direct costs(1)	4,416.4	560.6	—	4,977.0
Gross profit	416.9	33.1	—	450.0
Equity in earnings of joint ventures	12.3	12.0	—	24.3
General and administrative expenses	—	—	(97.3)	(97.3)
Operating income (loss)	429.2	45.1	(97.3)	377.0
Segment assets	4,827.5	598.0	240.1	5,665.6
Gross profit as a % of revenue	5.8%	3.6%	—	5.5%
Gross profit as a % of revenue, net of other direct costs(1)	9.4%	5.9%	—	9.0%
Fiscal Year Ended September 30, 2012:				
Revenue	\$ 7,276.9	\$ 941.3	\$ —	\$ 8,218.2
Revenue, net of other direct costs(1)	4,607.3	576.6	—	5,183.9
Gross profit	423.8	(1.9)	—	421.9
Equity in earnings of joint ventures	16.8	31.8	—	48.6
General and administrative expenses	—	—	(80.9)	(80.9)
Goodwill impairment	(155.0)	(181.0)	—	(336.0)
Operating income (loss)	285.6	(151.1)	(80.9)	53.6
Gross profit as a % of revenue	5.8%	(0.2)%	—	5.1%
Gross profit as a % of revenue, net of other direct costs(1)	9.2%	(0.3)%	—	8.1%

(1) Non-GAAP measure.

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****21. Reportable Segments and Geographic Information (Continued)***Geographic Information:*

	September 30, 2014		Fiscal Year Ended September 30, 2013		September 30, 2012	
	Revenue	Long-Lived Assets	Revenue	Long-Lived Assets	Revenue	Long-Lived Assets
			(in millions)			
United States	\$ 4,933.7	1,603.7	\$ 4,829.6	1,477.3	\$ 4,756.0	1,496.8
Asia Pacific	1,338.2	340.5	1,507.2	361.0	1,715.1	374.9
Canada	561.1	146.7	712.0	168.4	708.8	189.2
Europe	788.2	270.8	599.4	267.2	608.2	243.6
Other foreign countries	735.6	209.5	505.3	116.6	430.1	85.8
Total	<u>\$ 8,356.8</u>	<u>2,571.2</u>	<u>\$ 8,153.5</u>	<u>2,390.5</u>	<u>\$ 8,218.2</u>	<u>2,390.3</u>

The Company attributes revenue by geography based on the external customer's country of origin. Long-lived assets consist of noncurrent assets excluding deferred tax assets.

22. Major Clients

Other than the U.S. federal government, no single client accounted for 10% or more of the Company's revenue in any of the past five fiscal years. Approximately 15%, 18% and 18% of the Company's revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2014, 2013 and 2012, respectively. One of these contracts accounted for approximately 3%, 4% and 4% of the Company's revenue in the years ended September 30, 2014, 2013 and 2012, respectively.

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****23. Quarterly Financial Information—Unaudited**

In the opinion of management, the following unaudited quarterly data reflects all adjustments necessary for a fair statement of the results of operations. All such adjustments are of a normal recurring nature.

<u>Fiscal Year 2014:</u>	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>
	(in millions, except per share data)			
Revenue	\$ 1,953.9	\$ 1,872.2	\$ 1,968.2	\$ 2,562.5
Cost of revenue	1,875.7	1,784.8	1,859.7	2,433.4
Gross profit	78.2	87.4	108.5	129.1
Equity in earnings of joint ventures	36.1	7.4	6.0	8.4
General and administrative expenses	(23.9)	(26.4)	(15.1)	(15.5)
Acquisition and integration expenses	—	—	(7.8)	(19.5)
Income from operations	90.4	68.4	91.6	102.5
Other income (expenses)	—	(0.2)	1.0	1.9
Interest expense	(10.4)	(10.5)	(9.8)	(10.1)
Income before income tax expense	80.0	57.7	82.8	94.3
Income tax expense	23.5	15.2	13.7	29.6
Net income	56.5	42.5	69.1	64.7
Noncontrolling interest in income of consolidated subsidiaries, net of tax	(0.1)	(2.3)	0.1	(0.6)
Net income attributable to AECOM	\$ 56.4	\$ 40.2	\$ 69.2	\$ 64.1
Net income attributable to AECOM per share:				
Basic	\$ 0.59	\$ 0.41	\$ 0.71	\$ 0.65
Diluted	\$ 0.58	\$ 0.41	\$ 0.70	\$ 0.64
Weighted average common shares outstanding:				
Basic	96.3	97.0	97.5	98.1
Diluted	97.6	98.3	99.0	99.7

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

23. Quarterly Financial Information—Unaudited (Continued)

<u>Fiscal Year 2013:</u>	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>
	(in millions, except per share data)			
Revenue	\$ 2,017.3	\$ 1,989.6	\$ 2,067.5	\$ 2,079.1
Cost of revenue	1,939.2	1,889.7	1,935.7	1,938.9
Gross profit	78.1	99.9	131.8	140.2
Equity in earnings of joint ventures	5.9	7.9	4.1	6.4
General and administrative expenses	(22.1)	(27.3)	(24.0)	(23.9)
Income from operations	61.9	80.5	111.9	122.7
Other income	0.7	0.1	1.2	1.5
Interest expense	(10.9)	(11.9)	(11.7)	(10.2)
Income before income tax expense	51.7	68.7	101.4	114.0
Income tax expense	12.7	14.0	30.1	35.8
Net income	39.0	54.7	71.3	78.2
Noncontrolling interest in income of consolidated subsidiaries, net of tax	(0.9)	(0.9)	(0.5)	(1.7)
Net income attributable to AECOM	\$ 38.1	\$ 53.8	\$ 70.8	\$ 76.5
Net income attributable to AECOM per share:				
Basic	\$ 0.36	\$ 0.54	\$ 0.71	\$ 0.78
Diluted	\$ 0.36	\$ 0.53	\$ 0.70	\$ 0.77
Weighted average common shares outstanding:				
Basic	104.8	100.4	99.3	98.0
Diluted	105.5	101.8	100.8	99.7

24. Subsequent Events

Acquisition of URS Corporation

On October 17, 2014, the Company completed the acquisition of the U.S. headquartered URS Corporation (URS), a leading international provider of engineering, construction, and technical services, by purchasing 100% of the outstanding shares of URS common stock. The Company paid a total consideration of approximately \$2.3 billion in cash and issued approximately \$1.6 billion of AECOM common stock to the former stockholders and certain equity award holders of URS. In connection with the acquisition, the Company also assumed URS's senior notes totaling \$1.0 billion, and subsequently repaid in full URS's \$0.6 billion 2011 term loan and URS's \$0.1 billion revolving line of credit. Upon the occurrence of a change in control of URS, the URS senior noteholders had a right to redeem their notes at a cash price equal to 101% of the principal amount of the notes. The acquisition of URS was considered a change in control of URS and, as a result on October 24, 2014, the Company purchased \$0.6 billion of URS's senior notes from the noteholders.

Senior Unsecured Notes

On October 6, 2014, the Company completed a private placement offering of \$800,000,000 aggregate principal amount of its 5.750% Senior Notes due 2022 (the 2022 Notes) and \$800,000,000 aggregate

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AECOM TECHNOLOGY CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

24. Subsequent Events (Continued)

principal amount of its 5.875% Senior Notes due 2024 (the 2024 Notes and, together with the 2022 Notes, the Notes).

At any time prior to October 15, 2017, the Company may redeem all or part of the 2022 Notes, at a redemption price equal to 100% of their principal amount, plus a "make whole" premium as of the redemption date, and accrued and unpaid interest (subject to the rights of holders of record on the relevant record date to receive interest due on the relevant interest payment date). In addition, at any time prior to October 15, 2017, the Company may redeem up to 35% of the original aggregate principal amount of the 2022 Notes with the proceeds of one or more equity offerings, at a redemption price equal to 105.750%, plus accrued and unpaid interest. Furthermore, at any time on or after October 15, 2017, the Company may redeem the 2022 Notes, in whole or in part, at once or over time, at the specified redemption prices plus accrued and unpaid interest thereon to the redemption date. At any time prior to July 15, 2024, the Company may redeem on one or more occasions all or part of the 2024 Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) a "make-whole" premium as of the date of the redemption, plus any accrued and unpaid interest to the date of redemption. In addition, on or after July 15, 2024, the 2024 Notes may be redeemed by the Company at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption.

The indenture contains customary events of default, including, among other things, payment default, exchange default, failure to provide certain notices thereunder and certain provisions related to bankruptcy events. The indenture also contains customary negative covenants.

In connection with the offering of the Notes, the Company and the guarantors entered into a Registration Rights Agreement, dated as of October 6, 2014 and agreed to use commercially reasonable efforts to (i) file with the U.S. Securities and Exchange Commission (SEC) a registration statement relating to the registered exchange offer (the Exchange Offer) to exchange the Notes for a new series of the Company's exchange notes having terms substantially identical in all material respects to, and in the same aggregate principal amount as the Notes, (ii) cause the Exchange Offer registration statement to be declared effective by the SEC on or prior to the 390th day following October 6, 2014 (or if such 390th day is not a business day, the next succeeding business day (the Exchange Date)), (iii) cause the Exchange Offer registration statement to be effective continuously and keep the exchange offer open for a period not less than 30 days after the date notice of the exchange offer is mailed to the holders of the Notes and (iv) cause the Exchange Offer to be consummated in no event later than the Exchange Date.

Under certain circumstances, the Company and the guarantors have agreed to use their commercially reasonable efforts to (i) file a shelf registration statement relating to the resale of the Notes on or prior to the Exchange Date (such date being the Shelf Filing Deadline), (ii) cause the shelf registration statement to be declared effective not later than the 60th day after the Shelf Filing Deadline (or if such 60th day is not a business day, the next succeeding business day) and (iii) keep such shelf registration continuously effective until two years after its effective date (or such shorter period that will terminate when all the Notes covered thereby have been sold pursuant thereto).

If the Company fails to meet any of these targets, the annual interest rate on the Notes will increase by 0.25%, and will increase by an additional 0.25% for each subsequent 90-day period during which the default continues, up to a maximum additional interest rate of 1.0% per year. If the Company cures the default, the interest rate on the Notes will revert to the original level.

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****24. Subsequent Events (Continued)***Credit Agreement; Security Agreement*

In connection with the acquisition of URS, on October 17, 2014, the Company entered into a new credit agreement (the Credit Agreement). The Credit Agreement consists of (i) a term loan A facility in an aggregate principal amount of \$1.925 billion, (ii) a term loan B facility in an aggregate principal amount of \$0.76 billion, (iii) a revolving credit facility in an aggregate principal amount of \$1.05 billion, and (iv) an incremental performance letter of credit facility in an aggregate principal amount of \$500 million. These facilities under the Credit Agreement may be increased by an additional amount of up to \$500 million.

Pursuant to the Credit Agreement, certain subsidiaries of the Company (the Guarantors) have guaranteed the obligations of the borrowers under the Credit Agreement. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of the assets of the Company and the Guarantors pursuant to a security and pledge agreement (the Security Agreement). The collateral under the Security Agreement is subject to release upon fulfillment of certain conditions specified in the Credit Agreement and Security Agreement.

The Credit Agreement and related loan documents contain covenants that limit the ability of the Company and certain of its subsidiaries to, among other things:

- create, incur, assume, or suffer to exist liens;
- incur or guarantee indebtedness;
- pay dividends or repurchase stock;
- enter into transactions with affiliates;
- consummate asset sales, acquisitions or mergers;
- enter into certain type of burdensome agreements; or
- make investments.

The Credit Agreement also requires compliance with certain financial covenants, including a maximum consolidated leverage ratio and a minimum consolidated interest coverage ratio, in each case calculated as set forth in the Credit Agreement.

The Credit Agreement contains customary events of default, including:

- a change of control;
- failure to make required payments;
- failure to comply with certain agreements or covenants;
- failure to pay, or acceleration of, certain other indebtedness;
- certain events of bankruptcy and insolvency; and
- failure to pay certain judgments.

The Credit Agreement replaced (i) the Company's Second Amended and Restated Credit Agreement, dated as of June 7, 2013, and (ii) the Company's Fourth Amended and Restated Credit Agreement, dated as of January 29, 2014, which such prior facilities were terminated and repaid in full on October 17, 2014 in connection with the entry into the Credit Agreement.

Table of Contents**AECOM TECHNOLOGY CORPORATION****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****24. Subsequent Events (Continued)**

In connection with the consummation of the URS acquisition on October 17, 2014, AECOM also prepaid in full \$300 million face value (plus accrued interest as well as a prepayment penalty of \$56 million) of its 5.43% Series A notes due July 2020 and 1.00% Senior Discount Notes, Series B, due July 2022. Borrowings under the Credit Agreement were used to prepay the Senior Notes.

URS Senior Notes

The URS senior notes are general unsecured senior obligations of AECOM Global II, LLC (as successor in interest to URS) and URS Fox US LP and are fully and unconditionally guaranteed on a joint-and-several basis by certain former URS domestic subsidiary guarantors.

Table of Contents**AECOM Technology Corporation****Schedule II: Valuation and Qualifying Accounts**

(amounts in millions)

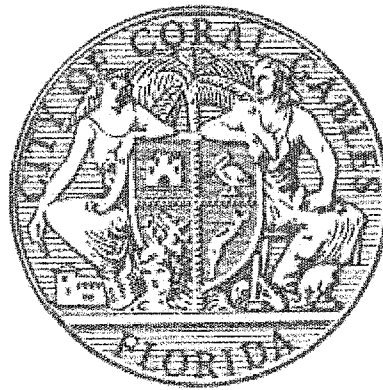
	Balance at Beginning of Year	Additions Charged to Cost of Revenue	Deductions(a)	Other and Foreign Exchange Impact	Balance at the End of the Year
Allowance for Doubtful Accounts					
Fiscal Year 2014	\$ 86.4	\$ 17.3	\$ (38.4)	\$ 6.8	\$ 72.1
Fiscal Year 2013	112.8	18.3	(45.5)	0.8	86.4
Fiscal Year 2012	120.2	28.7	(37.7)	1.6	112.8

(a) Primarily relates to accounts written-off and recoveries

CITY OF CORAL GABLES

FINANCE DEPARTMENT / PROCUREMENT DIVISION

405 Biltmore Way – Coral Gables, FL 33134



REQUEST FOR QUALIFICATIONS

RFQ 2015.09.24

COMMUNITY RECREATION MASTER PLAN

Submittal Deadline / RFQ Opening: 2:00 p.m. Thursday, October 15, 2015

CITY OF CORAL GABLES, FL
 2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department / Procurement Division
 Tel: 305-460-5103 / Fax: 305-261-1601

RESPONDENT ACKNOWLEDGEMENT

RFQ TITLE: COMMUNITY RECREATION MASTER PLAN <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> RFQ No. 2015.09.24 A cone of silence is in effect with respect to this RFQ. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.	Qualification Statements must be received prior to 2:00 p.m., Thursday, October 15, 2015 and may not be withdrawn for a period of up to 120 calendar days after opening. Proposals received by the date and time specified will be opened in the Procurement Office located at 2800 SW 72 nd Avenue, Miami, FL 33155. All proposals received after the specified date and time will be returned unopened. Contact: Margie Gomez Title: Contract Specialist Telephone: 305-460-5102 or 305-460-5103 Facsimile: 305-261-1601 Email: contracts@coralgables.com mgomez@coralgables.com
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THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE QUALIFICATIONS SUBMITTAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING

Respondent Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.:
Bid Bond / Security Bond (if applicable) _____ %	Email:

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFQ SUBMITTAL FORMS, INSURANCE, ADDENDUM(S) ACKNOWLEDGEMENT AND ALL PAGES OF THE RFQ DOCUMENT MAY RENDER YOUR RFQ NON-RESPONSIVE.

THE RESPONDENT CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFQ DOCUMENTS AND THAT THE RESPONDENT HAS MADE NO CHANGES IN THE RFQ DOCUMENT AS RECEIVED. THE RESPONDENT FURTHER AGREES IF THE RFQ IS ACCEPTED, THE RESPONDENT WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE RESPONDENT AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFQ PERTAINS. FURTHER, BY CHECKING THE AGREE BOX LISTED BELOW AND BY SIGNING BELOW PREFERABLY IN BLUE INK. ALL RFQ PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS RFQ FOR THE ABOVE RESPONDENT.

Agree ☐ (Please check box to acknowledge this solicitation)

 Authorized Name and

 Title

 Date

CORAL GABLES, FL
City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102, Fax: 305-261-1601

PUBLIC NOTICE

Request for Qualifications (RFQ) No. 2015.09.24

The City of Coral Gables is seeking statements of qualifications from experienced firms interested in providing professional services to conduct a fifteen year comprehensive Community Recreation Master Plan (CRMP), pursuant to Florida Statute 287.055 "Consultants Competitive Negotiation Act" (CCNA).

The Request for Qualifications is available electronically via email which must include the project title and number, the company name, address and contact information of the requestor and directed to contracts@coralgables.com.

Any request for additional information or clarification must be received in writing no later than **Tuesday, October 6, 2015, until 5:00 PM**. Respondents should not reply on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ.

Qualification Statements submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division Office, 2800 SW 72nd Avenue, Miami, Florida 33155.

Qualification Statements for **RFQ No. 2015.09.24** will be received until **2:00 PM, Thursday, October 15, 2015**. The City of Coral Gables will not accept, and will in no way be responsible for, any submissions received after the stipulated deadline. The responsibility for submitting the RFQ before the stated time and date is solely the responsibility of the Respondent.

Proposals will be opened promptly thereafter. One (1) original proposal, four (4) copies and one (1) digital (*pdf format*) must be signed and submitted in a sealed envelope and clearly marked: **Title: Community Recreation Master Plan - RFQ No. 2015.09.24**.

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

All events will be held in the Procurement Division Office located at 2800 S.W. 72 Avenue, Miami, FL in accordance with the anticipated Schedule of Events.

RFQ Advertisement	Thursday, September 24, 2015
Non-Mandatory Pre-Qualifications Conference	11:00 am, Thursday, October 1, 2015
Written Questions	500 pm, Tuesday, October 6, 2015
Answers to Written Questions	5:00 pm, Thursday, October 8, 2015
Qualification Submittal Deadline	2:00 pm, Thursday, October 15, 2015
Evaluation Committee Meeting	Thursday, October 22, 2015
Respondent Interviews (if applicable)	Wednesday, October 28, 2015
Commission Award	November, 2015

Award of Proposals will be made to the highest ranked responsive and responsible Respondent based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities at any time during the RFQ solicitation process.

This Request for Qualifications is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>

Click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53

- Code of Silence – Sec. 2-1059
- Code of Ethics – Sec. 2-1055
- Conflict of Interest - Sec. 2-677
- Debarment Proceedings – Sec. 2-952
- Protest Procedures – Sec. 2-950

Click on City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Chief Procurement Officer

CONE OF SILENCE

Request for Qualifications (RFQ) No. 2015.09.24

NOTICE TO ALL BIDDERS AND RESPONDENTS

Definition:

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), Invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), Request for Proposals (RFQ) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

- (1) The time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) the time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

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QUALIFICATIONS SUBMITTAL REQUIREMENTS AND CHECK LIST

RFQ 2015.09.24

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Qualifications Submittal for each of the REQUIRED SUBMITTAL ITEMS listed below.

THE STATEMENT OF QUALIFICATIONS SHOULD BE ORGANIZED AS INDICATED AND ADEQUATELY ADDRESS EACH CRITERIA. PLEASE PROVIDE THE PAGE NUMBER IN THE BLANKS PROVIDED WHERE COMPLIANCE INFORMATION IS LOCATED IN YOUR QUALIFICATION STATEMENT FOR EACH OF THE REQUIRED SUBMITTAL ITEMS LISTED BELOW:

Submittal - Section I:

- 1) **Title Page:** Show the RFQ number and subject, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- 2) Provide a **Table of Contents** in accordance with and in the same order as the respective "Sections" listed below. _____

Submittal - Section II: Firm Qualifications

- 1) Provide a complete company background and history, including, but not limited to: the number of years in business, credentials, licenses, number of employees, an organizational chart identifying key staff members, their level of responsibility, their job titles and how long they have been with the firm. **(Submit Standard Form 330, Architect-Engineer Qualifications)**

- 2) Clearly identify office locations for the following: _____
 - a. Office location providing primary project management
 - b. Corporate headquarters of the firm
 - c. Office location(s) for any anticipated sub-consultants
- 3) Provide a statement detailing Respondent's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. _____
- 4) Submit bank and trade references. Provide a Balance Sheet and Statement of Profit and Loss certified an independent Certified Public Accountant for the preceding two (2) calendar or fiscal years.. _____
- 5) Submit proof of the ability to obtain the required insurances with the limits specified herein.

- 6) Summarize proposal and firm's qualifications. Additionally, the firm may use this section to articulate why their firm is pursuing this work and how it is uniquely qualified to be awarded this solicitation. _____
- 7) Provide detailed information on five (5) of the Respondent's most recent and relevant projects similar to those described in the Specifications/Scope of Work including at least one Parks & Recreation Master Plan. Provide references for these same projects, including the following:

- a. Name, address, telephone number and E-mail of the owner
- b. Name, address, telephone number and E-mail of the owner's Project Manager
- c. Name, location and address of project
- d. Description of work
- e. Contract start and completion date
- f. Project dollar amount
- g. Detailed information on any additional services provided, including the reason, cost and description.
- h. Copies of each full report

Submittal - Section III: Staffing Plan

- 1) Provide resumes and relevant background information for the company's key personnel (including owner(s), project manager, supervisors, field representatives, field inspectors and other technical personnel), including experience with similar projects. _____
- 2) Provide the current and future workload of the assigned staff to indicate their availability to perform and successfully complete the project. _____
- 3) Provide a statement detailing the Respondent's expertise and experience in working with other disciplines, including coordination with other design professionals and consultants. _____
- 4) Provide qualifications, licenses and references for proposed key staff. _____

Submittal – Section IV: Project Control Experience

- 1) Provide a section indicating how the Respondent intends to positively and innovatively work with the community to move this project with multiple stakeholders from the conceptual stage into a clearly defined project that may be designed and constructed, to include public outreach plan _____
- 2) Provide specific examples of similar initiatives that the Respondent has successfully undertaken with other public entities completed on-time and within budget. _____
- 3) Describe Respondent's ability and experience with moving the project along while minimizing the impact on the community. _____
- 4) Describe Respondent's ability to successfully deliver similar projects that have significant community and business involvement _____
- 5) Describe respondent's willingness to work with other consultants designated by the City. _____

RESPONDENT IS TO INITIAL IN THE SPACES BELOW, ACKNOWLEDGING COMPLIANCE

Schedules A, B, C, D, E, F, G, H, and I have been filled out, signed and notarized, where required _____

RFQ Submission Checklist has been filled out and included _____

Failure to complete (include page numbers) and submit checklist and documents required hereunder may render your RFQ response non-responsive and constitute grounds for rejection.

Initial

SECTION 1

Request for Qualifications (RFQ) No. 2015.09.24

1.0: INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1. Introduction

Thank you for your interest in this Request for Qualifications ("RFQ"). The City of Coral Gables (the "City"), through its Procurement Division invites responses ("Respondents") which offer to provide the services described in Section 2.0 "Scope of Services".

The City of Coral Gables is seeking statements of qualifications from experienced firms interested in providing professional services to conduct a fifteen year Community Recreation Master Plan, pursuant to Florida Statute 287.055 "Consultants Competitive Negotiation Act" (CCNA).

Contract Terms and Conditions

The Respondent(s) selected to provide the service(s) requested herein (the "Successful Respondent(s)") shall be required to execute a Contract or a Professional Services Agreement ("Agreement") with the City in substantially the same form as the Agreement included as part of this RFQ.

The term(s) of the Agreement shall be for a period to be negotiated with the Successful Respondent and the City.

Throughout this RFQ, the terms "must", "will", and "shall" will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

1.2. Submission of Responses

This Request for Qualifications must be resubmitted, with all forms executed. Qualification Submittals should be typed or printed in ink. Use of erasable ink is not permitted. The format outlined in the **QUALIFICATIONS SUBMITTAL REQUIREMENTS AND CHECK LIST** at the beginning of this RFQ must be adhered to. The completed and initialed checklist indicating the page number where compliance information is located in your qualification statement for each of the required Qualification Submittal items must be returned as part of your Submittal.

The Qualification Submittal shall be signed by a representative who is authorized to contractually bind the Respondent. Submittals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original Qualifications Submittal, four (4) copies and one (1) digital copy (*PDF format*) must be submitted. The required checklists must also be submitted. Executed Schedules A, B, C, D, E, F, G, H, and I, only one (1) original is required to be submitted by each Respondent. **The Professional Service Agreement is a draft** of the contract for your review, completion of this agreement is not required. Submittals should be addressed to the Procurement Division, 2800 S.W. 72 Avenue, Miami, FL 33155, at or prior to the time noted on the proposal opening date. Proposals received after that time will not be accepted. It will be the sole responsibility of the Respondent to deliver their proposal to the Procurement Division office on or before the closing hour and date indicated.

Qualification Submittals shall be submitted in a sealed envelope clearly marked on the exterior as follows:

RFQ No. 2015.09.24

Project Title: Community Recreation Master Plan

Respondent Name and Address:

Submittal Deadline: 2:00 pm, Thursday, October 15, 2015

Addressed to: CITY OF CORAL GABLES
PROCUREMENT DIVISION
2800 S.W. 72ND AVENUE
MIAMI, FL 33155

No responsibility will be attached to the Procurement Office for the premature opening of a Submittal not properly addressed and identified. **All Proposals submitted become the exclusive property of the City of Coral Gables.**

Each Qualifications Submittal/Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFQ. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Respondent follow the format and instructions contained herein. Proposal Submission Requirements as listed herein must be followed. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Respondent, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Qualifications Submittals to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

1.3. Additional Information or Clarification

The Respondent must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Respondent may request clarification at the pre-qualification conference or by **WRITTEN REQUEST** via E-mail or fax to the Procurement Office. Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** and may be emailed to all parties recorded by the City's Procurement Office as having received the RFQ documents prior to the response submission date. No person is authorized to give oral interpretations of, or make oral changes to the RFQ. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail. Any request for additional information or clarification must be received in writing no later than **Tuesday, October 6, 2015, prior to 5:00 PM**. E-mails or Facsimiles must include the Respondent's name, RFQ number and title, and preferably, the number of pages transmitted. Respondents should not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ.

1.4. Submission Requirements:

Careful attention must be given to all requested items contained in this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Respondents shall make the necessary entry in all blanks and forms provided for the Response. Submittals should be typed or printed in ink. Use of erasable ink is not permitted.

The format and requirements outlined in the **QUALIFICATIONS SUBMITTAL REQUIREMENTS AND CHECK LIST** beginning on Page 6 of this RFQ must be adhered to, completed and initialed checklist indicating the page number where compliance information is located in your qualification statement for each of the required Qualification Submittal items must be returned as part of your Submittal. **THE STATEMENT OF QUALIFICATIONS SHALL BE ORGANIZED AS INDICATED AND ADEQUATELY ADDRESS EACH CRITERIA.** The following Schedules must be signed and submitted as part of the RFQ package:

- Schedule "A" - Certification
- Schedule "B" - Non-Collusion Affidavit
- Schedule "C" - Drug Free Statement
- Schedule "D" - Qualification Statement
- Schedule "E"- Statement of No Response
- Schedule "F"- Code of Ethics, Code of Silence
- Schedule "G" - Disability Nondiscrimination Statement
- Schedule "H" - Public Entity Crimes
- Schedule "I" - Acknowledgement of Addenda

A Draft of the Professional Services Agreement is attached for informational purposes and review only

1.5. Award of an Agreement

Agreements may be awarded to the Successful Respondent(s) by the City Commission or City Manager, as applicable, to one or more Respondent deemed the most responsible, responsive Respondent meeting all specifications. Non-performance shall result in cancellation of the contract with the Respondent. The City reserves the right to execute or not execute an Agreement with the Successful Respondent(s) if it is determined to be in the best interest of the City.

1.6. Agreement Execution

By submitting a Response, the Respondent agrees to be bound to and execute the Agreement for the **Community Recreation Master Plan**. Without diminishing the foregoing, the Respondent may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the successful Respondent to execute a contract within sixty (60) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFQ through action taken by the City Commission at a duly authorized meeting. If the Respondent first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Respondent. If the second Respondent fails to enter into the Agreement, the award may be declared null and void, and the Agreement awarded to the third most responsible, responsive Respondent.

1.7. Unauthorized Work

Any unauthorized work performed by the Successful Respondent(s) shall be deemed non compensable by the City.

1.8. Changes/Alterations

Respondents may change or withdraw a Response at any time **prior to** the Response Submission Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this RFQ. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submission Date.

1.9. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the RFQ. Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

1.10. Disqualifications

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Respondent. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.

Any Responses submitted by a Respondent who is in arrears (money owed) to the City or where the City has an open claim against a Respondent for monies owed the City at the time of response submission, will be rejected as non-responsive and shall not be considered for award.

1.11. Respondent Expenditures

Respondent understands and agrees that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFQ are exclusively at the expense of the Respondents. The City shall not pay or reimburse any expenditure or any other expense incurred by any Respondent in preparation of

a Response or anticipation of a contract award or to maintain the approved status of the Successful Respondents if an Agreement is awarded.

1.12. Financial Stability and Strength

The Respondent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

Respondents shall provide a Balance Sheet and Statement of Profit and Loss certified an independent Certified Public Accountant for the preceding two (2) calendar or fiscal years.

When the proposal submittal is from a joint venture, each Respondent involved in the joint venture must submit financial statements as indicated above.

In determining a Respondent's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Respondent, the Respondent's record with environmental regulations, and the claims/litigation history of the Respondent. The City reserves the right to consider third party information (e.g. Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Any Respondent may be declared non-responsive who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law, or any state insolvency.

1.14. Contract Termination

The City, by written notice, may terminate in whole or part any Contract resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the successful Respondent, terminate the RFQ if the Successful Respondent has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the contractor. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

SECTION 2

Request for Qualifications (RFQ) No. 2015.09.24

2.0 SCOPE OF SERVICES

BACKGROUND

The City of Coral Gables, located in Miami-Dade County, Florida is a community with a population of approximately 49,411. Founded by George Merrick in 1926 who drew inspiration from the Garden City and City Beautiful movements of the 19th and early 20th century, the City of Coral Gables is one of the nation's first fully planned communities. The planned city has several noteworthy individual efforts which include a pedestrian friendly commercial district, an abundant tree canopy and one of the most comprehensive parks and recreation programs in the state.

The City of Coral Gables Parks and Recreation Division received its initial accreditation in 2001, and was also previously re-accredited in 2006 and in 2011 through the Commission for Accreditation of Park and Recreation Agencies (CAPRA) CAPRA is the accreditation agency that sets the regulatory compliance standard for parks and recreation agencies nationwide. CAPRA accreditation is a five-year cycle; the Division's accreditation is valid until the next review by CAPRA in 2016. The Division will seek reaccreditation for another five-year period.

To maintain its accreditation status, the Division must comply with CAPRA's Standards for national accreditation, which are based on compliance with 151 standards. The process is a rigorous endeavor involving the assessment of the Department's functions, activities and programs. Hundreds of documents are collected and compiled to demonstrate compliance with each standard. The Community Recreation Master Plan is a primary component of the documentation required for CAPRA accreditation.

GENERAL INFORMATION

The City of Coral Gables is now accepting proposals to develop a comprehensive 15-year (focusing on increments of 5 years) Community Recreation Master Plan (CRMP). The principal rationale for a comprehensive Community Recreation Master Plan is to provide an optimal delivery system for park and recreation services and define present and future recreation needs for the community, consistent with the socio-economic, psycho-demographics, and development trends within the City. The Master Plan provides recommendations for provision of facilities, programs and services; parkland acquisition and development, maintenance and operations; as well as administration and management.

The CRMP shall be officially adopted by the City Commission as the policy-making body, updated periodically and linked to the capital improvement budget and a phased development program. The Master Plan shall implement policies adopted in the comprehensive plan for the City. Interested and affected agencies, organizations, and groups shall be engaged in the planning process.

The proposer shall carry out a public outreach program to obtain stakeholder input from various sources including City employees, neighborhood representative and associations, relevant advisory boards, business, non-profit organizations, public representatives and agencies. Efforts should be made to reach diverse segments of the community including the underserved, various cultural groups, youth, elderly, and the disabled to obtain input for the CRMP.

PURPOSE:

To develop a Community Recreation Master Plan that will provide a blueprint for meeting the existing and future Parks and Recreational needs of the residents of Coral Gables, FL.

SCOPE

The scope of this project involves Parks/Open Spaces/Trails/Natural Lands Master Plan for Coral Gables, Florida and will include the following:

- Conceptual Citywide Community Recreation Vision
- Needs and Priorities Assessment
- Municipal Workshops and Refined County-wide Vision
- Implementation Strategy and Proposed Report

A compilation of the findings and recommendations from study components above into one or more documents which together identify community priorities and defines Coral Gables Comprehensive Community Recreation Master Plan for the future (15 years).

A separate "executive summary" of the Master Plan report shall be provided. An executive summary narrative will be included within all study component documents.

2.1 Part I-Conceptual Citywide Community Recreation Vision

Project Coordination

In addition to the specific services detailed below, the respondent shall coordinate work with the City's representative and the City's project team; monitor the project schedule as it relates to this scope contained herein, and provide timely reporting of project progress.

Review Existing Data

The City will make available to the proposer all available studies, approved Master Plans, maps and data regarding existing parks, recreation, open spaces, neighborhood, downtown business district, activity areas, streets and bikeways, schools and public buildings that the City has access to and that exist <http://www.coralgables.com/index.aspx?page=71>. These may include, but are not limited to the following list:

1. Coral Gables Comprehensive Plan, including future land use map.
2. Current inventory of Municipal parks and recreation facilities, trails, and bikeways.
3. Current inventory of special use facilities.
4. Current inventory of open spaces, plazas, and historic facilities
5. Current inventory of school, church and non-profit facilities (boys and girls clubs, YMCA, etc.).
6. Current inventory of private recreation facilities.
7. Lakes, wetlands and natural features.
8. Capital improvements program.
9. Population/demographics data, both current and projected.
10. Recreation program brochures, catalogs and flyers.
11. Bike Master Plans
12. Current partnerships.
13. List of special events
14. List of recreation programs
18. List of current sports leagues (both adult and youth), program levels and schedules.
19. Land development regulations.
20. Other relevant studies, data, and information as available and necessary.

Site Visits / Inventory / Analysis

The Consultant shall visit City parks and other recreational facilities to observe existing conditions, and to determine needed improvements to each park based on contemporary park design principles.

Visioning Workshop

Consultant will facilitate at least one (1) full day workshop with City representatives, advisory committees, elected officials, school board representatives, and other key stakeholders (to be identified by the City) to develop the Community Recreation principles, criteria and conceptual vision to meet the City's parks, recreation, and leisure needs, including both proposed new facilities and improvements to existing facilities.

Areas to consider should include, but not be limited to: Dog Park and Skate Park needs, artificial turf in replacement of sod athletic fields, and adult activity center needs.

Conceptual Community Recreation Vision Map

Utilizing the results of the Visioning Workshop, as well as any base maps, proposer will prepare a Conceptual Community Recreation Vision Map illustrating a citywide future parks and recreation system.

Review Meeting

Consultant shall meet with City staff to review the Conceptual Community Recreation Vision Map and revise the map if necessary based on the City's written review and comments.

Deliverable: Citywide Conceptual Community Recreation Vision Map.

2.2 Part II -Needs and Priorities Assessment

Qualitative and Quantitative Techniques: Consultant will conduct the following techniques to determine parks and recreation needs and priorities, including both facilities and programs.

Qualitative:

- Conduct interviews with the members of the City Commission, City Manager, and other community leaders to be determined by the City.
- Conduct interviews and focus group meetings with recreation user groups and other special interest groups as determined by the City.
- Conduct a minimum of five (5) public workshops (at five sites evenly distributed throughout City)
- Conduct a minimum of two (2) parks and recreation advisory board workshops.

Quantitative:

- Review of the City's current Recreation and Open Space Element of the Comprehensive Plan, which includes a Level of Service (LOS) Analysis for existing parks and recreation facilities, based on local, state and national guidelines.
- Service Area Analysis for existing parks and recreation facilities, based on state and national guidelines.
- Mail/Telephone survey of citywide residents, based on a questionnaire developed by the proposer in conjunction with City staff.

Needs and Priorities Assessment Summary

Consultant will prepare a summary report outlining findings from the needs assessment techniques outline herein and submit a copy to the City for review.

Review/Consensus Workshop

Consultant will present the findings from the Needs and Priorities Assessment at a citywide workshop to determine if there is consensus regarding the findings. The City will coordinate the participants for the workshop to include City Commissioners, Advisory Board members, staff and other community citizens as determined by the City. Consultant will revise the Needs Assessment Summary as needed to reflect review and comments.

Deliverables:

1. Needs and Priorities Assessment Summary Report
2. Consensus Workshop Minutes.

2.3 Part III – Implementation and Proposed Final Report

Consultant will develop a Proposed Master Plan and submit in binder(s) that includes the following:

- A color Executive Summary
- Needs and Priorities Assessment Summary
- Conceptual Map
- Implementation Strategy
- PowerPoint Presentation

Consultant will submit color copies of the Plan for the City's review and revisions as well as an electronic version for distribution and review by stakeholder leadership.

Final Commission Presentation for Adoption/Approval

Proposer will conduct the PowerPoint presentation of the proposed Master Plan at a public hearing to be held at a regularly scheduled City Commission Meeting.

Deliverables:

1. Municipal Workshop Minutes and Concept Plans
2. Refined Citywide Conceptual Map
3. Proposed Implementation Strategies Meeting/Workshop Minutes
4. Develop project summary sheets to be used in applying for grants or other funding sources
5. Proposed Master Plan Report, including:
 - a. Color copies of Proposed Master Plan as well as Digital copy in PDF format
 - b. Any Word, Excel, graphics files, electronic files or editable files pertaining to the proposed Master Plan

2.4 Part IV - Project Schedule

The proposer shall begin work immediately upon notice to proceed and shall perform its work in such a manner to comply with an agreed upon schedule meeting or exceeding the agreed upon timeline.

2.5 Part V – Additional Services

Any additional services necessary in the completion of this scope of services shall be mutually agreed upon in writing between the City and the proposer and approved in the form of an addendum to the original contract agreement.

Consultant will assume responsibility for the coordination of work produced by any sub-consultants.

SECTION 3

Request for Qualifications (RFQ) No. 2015.09.24

3.0: RFQ GENERAL CONDITIONS

3.1. Acceptance/Rejection

The City reserves the right to accept or reject any and/or all responses or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Qualification Submissions which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Respondent(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFQ. This offering of RFQ itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Respondent.

3.2. Legal Requirements

The Respondent shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Respondent shall in no way be cause for relief from responsibility.

3.3. Non-Appropriation of funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Successful Respondent without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any Respondent(s).

3.4. Occupational License Requirements (Business Tax Receipt Requirements)

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may, at its sole option and in its best interest, allow the Respondent to supply the license to the City during the evaluation period, but prior to award.

3.5 Minimum Qualification Requirements

The City of Coral Gables intends to procure service as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. Each Respondent shall complete the applicable Qualifications Statement and submit it with Proposal. Failure to submit statement and documents required thereunder may constitute grounds for rejection. The Respondents must have a proven record of successfully completing projects/contracts. The City reserves the right to make pre-Award inspections of the Respondent's facilities and/or equipment prior to Contract Award.

Proposals will be considered only from firms that meet the following criteria:

- (a) Firms that are regularly engaged in the business of providing these goods and/or services as described in the Request for Proposal "**Scope of Services**".
- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time as specified in the "**Scope of Services**".
- (c) Firms that have sufficient financial support, as specified in Special Conditions, equipment and organization to insure that the firm can satisfactorily execute the Contract under the terms and conditions stated herein.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully

equipped and well established company in line with the best business practices of the industry as determined by the proper authorities of the City of Coral Gables.

At the City's sole discretion, it may be determined that a Respondent is not "qualified", "non-responsive" and/or "not responsible". Proposal may be rejected for any of, **but not limited to**, the following reasons:

- (a) Evidence of collusion with other Respondents. Participants in such collusion shall be disqualified for any further work from the City until such time as they are reinstated.
- (b) Submission of more than one Proposal for the same Contract under the same or different names, in which case all such duplicated Proposals shall be rejected.
- (c) Respondent lacks qualification or resources necessary to fulfill the intent of the Contract.
- (d) Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- (e) Respondent has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- (f) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Respondent's capability to perform the work.

3.6. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Respondent, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

3.7 Resolution of Protests

Pursuant to Section 2-950 of the City of Coral Gables Code:

Notice of Intent: Any actual or prospective Respondent or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest solicitation specifications or a solicitation may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days prior to the date set for opening of submittals or receipt of proposals.

Any actual responsive and responsible Respondent whose bid is lower than that of the recommended Respondent or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days after notice of the city manager's written recommendation to the city commission for award of contract.

A notice of intent to file a protest is considered filed when received by the City Clerk's office.

Written Protest: A written protest based on any of the foregoing must be submitted to the City Clerk's office within five (5) calendar days after the date the notice of protest was filed. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest. A written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

A written protest is considered filed when received by the City Clerk's office.

Filing Fee: The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less.

Compliance with filing requirements: Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the City Clerk's office within the time provided above shall constitute a forfeiture of such party's right to file a protest. The protesting party shall not be entitled to seek redress before the City Commission or seek judicial relief without first having followed the procedure set forth in this section.

3.8 Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Response is one which meets the requirements of the RFQ, is submitted in the format outlined in the RFQ, is a timely submission, and has the appropriate signature as required on each document.

3.9 Collusion

The Respondent, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Respondent certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Respondent certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

3.10 Sub-Contractor

A Sub-Contractor is an individual or firm contracted by the Respondent(s) to assist in the performance of services required under this RFQ. A Sub-Contractor shall be paid through Respondent(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this RFQ. Respondent(s) shall clearly reflect in its Response the major Sub-Contractor to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Respondent(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Respondent(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this RFQ.

Respondent(s) shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Respondent(s).

3.11 Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

3.12 Public Records

Sealed bids, proposals, or statements of qualifications received by an agency pursuant to invitation for bids, requests for proposals, or request for qualifications are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

SECTION 4

Request for Qualifications (RFQ) No. 2015.09.24

4.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

- 4.1** To the fullest extent permitted by Laws and Regulations, the Respondent who is awarded this solicitation shall defend, indemnify, and hold harmless the City, its elected and appointed officials, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Respondent, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, its elected and appointed officials, consultants, agents, or employees by any employee of Respondent, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 4.2** For any and all claims against the City or any of its consultants, agents, or employees by any employee of Respondent, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Successful Respondent or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

- 4.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Respondent awarded this contract will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Respondent will reimburse the City at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the City to pay.
- d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Respondent or any other party, Respondent will reimburse City \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Respondent will reimburse City on a per hour basis as follows:

• For the Mayor or City Commissioner:	\$300.00 per hour
• For the City Manager:	\$250.00 per hour
• For an Assistant City Manager or Department Director:	\$250.00 per hour
• For an Assistant Department Director:	\$100.00 per hour
• For City Attorney or Assistant City Attorney:	Prevailing market rates
• For other employees:	\$50.00 per hour

- e. The expenses incurred by City in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this agreement.

4.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

4.5 The Parties hereby expressly agree and understand that the indemnification and hold harmless provisions contained herein supersede and take precedence over any such provisions contained within the RFQ documents.

4.6 INSURANCE REQUIREMENTS

4.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Respondent shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Respondent shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

4.6.2 RESPONDENT REQUIREMENTS

The Respondent shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

4.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

4.6.3.1 Professional Liability Insurance with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated to pay as damages for claims arising out of the services performed by the Respondent or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any services covered by this Agreement.

4.6.3.2 Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Respondent engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

- 4.6.3.2.1 Workers' Compensation - Coverage A
Statutory Limits (State or Federal Act)
- 4.6.3.2.2 Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

4.6.3.3 Commercial General Liability Insurance written on an occurrence basis including but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

- 4.6.3.3.1 Each Occurrence Limit - \$1,000,000
- 4.6.3.3.2 Fire Damage Limit (Damage to rented premises) - \$100,000
- 4.6.3.3.3 Personal & Advertising Injury Limit - \$1,000,000
- 4.6.3.3.4 General Aggregate Limit - \$2,000,000
- 4.6.4.4.5 Products & Completed Operations Aggregate Limit - \$2,000,000

4.6.3.4 Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

- 4.6.3.4.1 Combined Single Limit (Each Accident) - \$1,000,000
- 4.6.3.4.2 Any Auto (Symbol 1)
- 4.6.3.4.3 Hired Autos (Symbol 8)
- 4.6.3.4.4 Non-Owned Autos (Symbol 9)

4.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

4.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

4.6.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

4.6.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

4.6.5 REQUIRED ENDORSEMENTS

4.6.5.1 The following endorsements with City approved language

- 4.6.5.1.1 Additional insured status provided on a primary & non-contributory basis for the General and Auto Liability policies
- 4.6.5.1.2 Waiver of Subrogation on all policies except Professional Liability
- 4.6.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. BOX 12010-CE
HEMET, CA 92546-8010

- 4.6.5.2 All policies except for Professional Liability shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.**

4.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

4.6.6.1 The following documents must be provided to the City;

4.6.6.1.1 A Certificate of Insurance containing the following information:

- 4.6.6.1.1.1 Issued to entity contracting with the City**
- 4.6.6.1.1.2 Evidencing the appropriate Coverage**
- 4.6.6.1.1.3 Evidencing the required Limits of Liability required**
- 4.6.6.1.1.4 Evidencing that coverage is currently in force**
- 4.6.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.**

A copy of each endorsement that is required by the City

- 4.6.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf**
- 4.6.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.**
- 4.6.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.**

4.6.7 WAIVER OF INSURANCE REQUIREMENTS

Should a Respondent not be able to comply with any insurance requirement, for any reason, the Respondent must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Respondents are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance
 Phone: (951) 652-2883.
 Fax: (770) 325-0417
 Email: cityofcoralgables@ebix.com

When Respondent provides evidence of insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
 Insurance Compliance
 PO Box 12010 –CE
 Hemet, CA 92546-8010



CITY OF CORAL GABLES REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related insurance documents are available @ www.coralgables.com. Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

◀◀◀ THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY ▶▶▶▶

Full Legal Name (as shown on the agreement or permit with the City):	
City Department (that you are working with or that is issuing a permit):	
City Employee (contract manager or employee issuing permit):	
The name & phone # of the individual who completed this check list:	
The date this check list was completed in its entirety:	

☐ **A Certificate of Insurance is attached and the following information is contained therein:**

- ☐ The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
- ☐ The Certificate Holder section of the Certificate of Insurance reads as follows:
City of Coral Gables • Insurance Compliance
PO Box 12010 - CE • Hemet, CA 92546-8010
- ☐ The special provisions section of the Certificate of Insurance contains language affirming that;
 - 1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
 - 2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
 - 3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY

☐ **Copies of the following Commercial General Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☐ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

☐ **Copies of the following Automobile Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☐ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

☐ **Copies of the following Workers Compensation Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

SECTION 5

Request for Proposals (RFQ) No. 2015.09.24

5.0: PROPOSAL EVALUATION PROCESS

5.1. Evaluation Procedures

- (a) The Procurement Division shall review all Qualifications submissions for responsiveness to the requirements of the RFQ. The evaluation will consist of, but not be limited to, Respondent willingness and ability to provide all services requested under the conditions stated in this RFQ. Procurement will also evaluate the Respondent(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables shall be the sole judge in determining Respondent responsiveness.
- (c) As part of the evaluation process, the City may conduct background investigations of Respondents, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department FDLE. Respondent submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

5.2. Method of Evaluation

An Evaluation Committee will evaluate all responsive submissions received and will establish a short list of no less than three (3) firms, if three (3) or more submissions are received. The City may request additional information if deemed necessary for this evaluation. The Evaluation Committee may require each short-listed firm to be present for interviews. Upon the completion of the evaluation and interviews, the committee will finalize scoring and ranking the firms, so as to recommended the ranking to the City Commission for authorization to proceed with Contract Negotiations. Additionally, the City Commission may choose to interview and rank short-listed firms.

The Qualification submissions will be scored and ranked by the Evaluation Committee, based on the following criteria:

Category		Points
1	Respondent's Qualifications, including, but not limited to: the number of years in business, credentials, licenses, capabilities	30
2	Respondent's proposed project approach	30
3	Respondent's demonstrated experience and references with regard to relevant projects to those described in the Scope of Services	25
4	Respondent's approach, ability, and experience in developing a robust and inclusive public outreach plan which incorporates stakeholder feedback into the final plan	15
Total Points		100

The City will enter into negotiations with the top-ranked firm. Should the City be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The City shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations will be terminated. The City shall then undertake negotiations with the third-ranked firm. Should the City be unable to negotiate a satisfactory contract with the third-ranked firm, the City may terminate the negotiations and initiate a new Request for Qualifications process. At the conclusion of a successful negotiation with a firm, the contract will be submitted to the City Commission for approval.

Respondent Evaluation Criteria Breakdown

Firm Qualifications

1. Respondent's qualifications, including, but not limited to: the number of years in business, credentials, licenses, capabilities and size of the firm.
2. The location of Respondent's headquarters and of the staff and any sub-consultants that will be assigned to the project.
3. Respondent's knowledge of permitting agencies and permitting procedures in Miami-Dade County and other agencies relative to transportation planning.
4. Respondent's financial stability.
5. Ability of the Respondent to provide required insurance coverage as specified.
6. Respondent's detailed references and project experience including relevant projects comparable to the scope of services.

Staffing Plan

1. Respondent's ability and experience in providing the required services, including key personnel's demonstrated experience with similar projects.
2. Availability of the Respondent's personnel to perform and successfully complete the project.
3. Respondent's personnel experience on similar projects that will design and engineer the project
4. Qualifications, licenses, and references of Respondent's key personnel that would be working on this project.
5. Respondent's expertise and experience in working with other disciplines, including coordination with other design professionals and subconsultants.
6. Qualifications and experience of personnel that would be facilitating the public outreach plan.

Project Control Experience

1. Respondent's overall detailed approach to the project, including innovative interaction and communication with the community, City staff, and multiple stakeholders.
2. Respondent's demonstrated ability to positively and innovatively move this project from the conceptual stage into a clearly defined project that may be designed and constructed, while minimizing the impact on the community.
3. Respondent's demonstrated ability to provide schedule control, cost control and quality control for the specified herein. Provide information on experience with similar projects completed on-time and within budget.
4. Respondent's experience with delivering similar projects having significant community and business involvement.
5. Respondent's demonstrated willingness to work with other consultants designated by the City.

SECTION 6
REQUEST FOR QUALIFICATIONS SUBMISSION CHECKLIST
RFQ 2015.09.24

-- NOTICE --

BEFORE SUBMITTING YOUR RFQ, MAKE SURE YOU

- ☐ 1. Carefully the RFQ, and provide the page number in the blanks provided where compliance information is located in your Qualification Statement for each of the required submittal items.
- ☐ 2. Carefully read the SCOPE OF WORK and then properly fill out the RFQ SHEET CERTIFICATION PAGE (Schedule "A").
- ☐ 3. Fill out the NON-COLLUSION AFFIDAVIT (Schedule "B").
- ☐ 4. Carefully read VENDOR DRUG FREE STATEMENT (Schedule "C").
- ☐ 5. Complete RESPONDENT'S QUALIFICATION STATEMENT (Schedule "D").
- ☐ 6. Complete STATEMENT OF NO RESPONSE (Schedule "E") if applicable.
- ☐ 7. Carefully read and acknowledge of CODE OF ETHICS, CONFLICT OF INTEREST AND CONE OF SILENCE (Schedule "F"). *These can be found on the City's website, under Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53; Sec 2-1055; Sec 2-677; and Sec 2-1059, respectively.*
- ☐ 8. Complete, sign and have notarized American with Disabilities Act (ADA) Non-Discrimination Statement (Schedule "G").
- ☐ 9. Complete the Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, On Public Entity Crimes (Schedule "H").
- ☐ 10. Complete and submit Acknowledgement of Addenda (Schedule "I") if applicable.
- ☐ 11. Complete, sign and have notarized LOBBYIST forms (if applicable). Forms available at www.coralgables.com, City Clerk
- ☐ 12. Complete and submit STANDARD FORM 330, Architect-Engineer Qualifications (if applicable).
- ☐ 13. Clearly mark the RFQ NUMBER AND RFQ NAME on the outside of your envelope.
- ☐ 14. Submit ONE ORIGINAL and FOUR PHOTOCOPIES with ONE disk or flash drive in pdf format of your RFQ.
- ☐ 15. Make sure your RFQ is submitted prior to the deadline. Late RFQs will not be accepted.
- ☐ 16. Include Bond (if applicable).

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR RFQ BEING DEEMED NON-RESPONSIVE; SCHEDULES "A" THRU "I" ARE TO BE RETURNED WITH YOUR RFQ (DRAW A LINE ACROSS A FORM WHICH IS NOT APPLICABLE).

CONSULTANT'S AFFIDAVIT

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this RFQ Schedules A through I shall be relied upon by Owner awarding the contract and such information is warranted by Consultant to be true and correct. The discovery of any omission or misstatements that materially affects the Consultant to perform under the contract shall cause the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as *(Owner, Partner, Officer, Representative or Agent of the Consultant that has submitted the attached Response)*. Schedules A through I are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – CERTIFICATE OF CONSULTANT
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – CONSULTANT'S QUALIFICATION STATEMENT
- SCHEDULE E – STATEMENT OF NO-RESPONSE
- SCHEDULE F – CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE
- SCHEDULE G – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE H – PUBLIC ENTITY CRIMES
- SCHEDULE I – ACKNOWLEDGEMENT OF ADDENDA

This affidavit is to be furnished to the City of Coral Gables with its RFQ response. It is to be filled in, executed and notarized by the Consultant. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the Response.

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me the undersigned Notary Public of
the State of _____, personally appeared _____
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's
execution.

NOTARY PUBLIC, STATE OF _____

(Name of notary Public; Print, Stamp or
Type as Commissioned.)

NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced
Identification:

(Type of Identification Produced)

SCHEDULE "A" CITY OF CORAL GABLES - CERTIFICATE OF CONSULTANT

Neither I, nor the above firm, I here represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of the Consultant that has submitted the attached Response.
2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Consultant's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

1. No lobbyist or other consultant is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I hereby certify that the company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

SCHEDULE "D" CITY OF CORAL GABLES – CONSULTANT'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: _____

Address: _____
Street City State Zip Code

Telephone No: (____) _____ Fax No: (____) _____ Email: _____

How many years has your organization been in business under its present name? __ Years

If Consultant is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

Under what former names has your business operated? : _____

At what address was that business located? _____

Are You Certified? Yes _____ No _____ If Yes, **ATTACH COPY** of Certification.
Are You Licensed? Yes _____ No _____ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes _____ No _____ If yes, explain: _____

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFQ;

Have you ever been debarred or suspended from doing business with any government entity?

Yes ____ No ____ If Yes, explain _____

SCHEDULE "E" CITY OF CORAL GABLES – STATEMENT OF NO-RESPONSE

NOTE: If you do not intend to propose on this RFQ, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Respondents for the City of Coral Gables. Please indicate Statement of Qualifications name and number on the outside of the envelope.

MAIL TO: CITY OF CORAL GABLES
2800 S.W. 72nd AVENUE
MIAMI, FL 33155
ATTN: PROCUREMENT DIVISION

We, the undersigned have declined to respond for the following reason:

- ☐ Insufficient time to respond to the Request from Statement of Qualifications.
- ☐ We do not offer these services or an equivalent.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirements.
- ☐ Specifications unclear (explain below).
- ☐ Unable to meet insurance requirements.
- ☐ Other (specify below)

REMARKS:

COMPANY NAME:

SIGNATURE:

ADDRESS:

TELEPHONE NO.

EMAIL ADDRESS:

SCHEDULE "F" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT LINKS, ORDINANCE NO. 2009-53; SEC 2-1055; SEC 2-677; AND SEC 2-1059, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION NO. 2015.09.24

SCHEDULE "G" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "H" CITY OF CORAL GABLES - SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define 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 of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. 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 Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. 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.]**

____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 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. However, there has been 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.

SCHEDULE "I" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

Request for Qualifications (RFQ) No 2015.09.24

1. The undersigned agrees, if this RFQ is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFQ and Contract Documents within the Contract time indicated in the RFQ and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Qualifications.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this ____ day of _____, 2015, between the City of Coral Gables (hereinafter called the "City"), and _____ (hereinafter called the "Professional").

RECITALS

WHEREAS, the City desires to enter into an agreement with the Professional to develop a Community Recreation Master Plan (the "Project"); and

WHEREAS, the City having investigated the qualifications of the Professional to perform the services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the Professional having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed desires; and

WHEREAS, the Professional agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional to develop a Comprehensive Multi-Modal Transportation Plan.

I. GENERAL PROVISIONS

This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The City reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The Professional shall perform the services as specifically stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the City.

1.1 **Engagement.** The City agrees to engage the Professional for a period specified in paragraph 1.2, and the Professional agrees to accept such engagement and to perform such services for the City upon the terms, and subject to the conditions set forth herein.

1.2 **Agreement Period.** The terms of the Agreement (the "Professional Period") shall commence _____ and shall continue thereafter for a _____. This period may be extended upon mutual agreement between the City and the Professional, for an _____ or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XIII.

1.3 Duties and Responsibilities/Priority of Interpretation. The Code and any City resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) City Resolution and applicable Code provisions;
- b) City Request for Qualifications (RFQ)
- c) Professional's Response to RFQ
- d) Insurance Certificates
- e) Professional's Exceptions to Terms and Conditions

During the Agreement Period, the Professional will serve as a Consultant to the City and will assist the City in the creation of a Comprehensive Multi-Modal Transportation Plan, including reviewing background information and previous studies, data collection and analysis, inclusive public involvement, recommendations and project development, implementation strategy, and development of policy guidance to support recommendations in the development of the final ten year comprehensive Multi-Modal Transportation Plan document in accordance with the terms, conditions and specifications contained in this Request for Qualifications (RFQ). The Multi-Modal Transportation Plan shall serve as a tool that may be utilized in subsequent years by City departments and policy makers in analyzing annual transportation priorities to best meet overall community short-term and long-term goals, pursuant to Request for Qualifications 2015.07.14 (Attached hereto).

1.4 Background Investigation. The Professional agrees that all employees including the Professional may be subject to an annual background investigation.

1.5 Polygraph Examination. The Professional agrees to submit to polygraph examinations at the request of the Director or designee.

1.6 Medical, Drug Screening and Check-ups. All Professionals, their employees, agents and sub consultants must satisfactorily complete the City's pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the City's Drug Free Work Place Policy at Professional's expense. The City may require that the Professional and/or their employees, agents and sub consultants performing services for the City submit to a yearly medical and drug screen examination, at Professional's expense.

1.7 Drug Testing. The Professional agrees to submit to unannounced drug testing at the request of the Director or designee.

1.8 Driver's License. At City's option, the Professional must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or sub consultant and be willing and able to operate any required vehicles as authorized by the City. Evidence of compliance with the Defensive Driving Course must be submitted to the City prior to operating a City vehicle or any vehicle where patrons or children are passengers. Individuals must be approved by the Risk Management

Division of the City prior to the operation of a City owned vehicle and/or privately owned vehicles while conducting City business. The City reserves the right to request the employee/agent's driving record from the State of Florida, at Professional's expense.

1.9 Confidential Information. The Professional agrees that any information received by the Professional for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations.

1.10 Most Favored Public Entity. The Professional represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Professional's prices decline, or should Professional, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

II. PROFESSIONAL SERVICES

2.1 Basic Services. The duties and responsibilities are outlined in the RFQ.

2.2 Reporting. The Professional shall comply with the necessary reporting requirements as outlined by the Director or designee for review. In addition, the Professional shall submit a monthly report to the Director or designee, which shall include detailed information regarding the activities of the Professional during the previous month.

2.3 Availability of Professional. The Professional shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

III. COMPENSATION

3.1 Basic Compensation. In full consideration of the services of the Professional hereunder, the Professional shall be paid at a rate stipulated for each of the services described on the RFQ pricing schedule; here attached. The City reserves the right to contract with the Professional for additional services. Any increase in the agreed upon amount shall be approved by the Procurement Division or designee, and shall be in accordance with applicable City and State regulations.

3.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Professional with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Director or designee.

IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS

4.1 Independent Contractor and Professional. The Professional acknowledges entering into this Agreement as an independent Contractor and Professional, and that the Professional shall therefore be responsible for the deposit and

payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Professional's services, or those of employees of the Professional. The City shall not withhold from sums payable to the Professional, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Professional, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

4.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Professional.

4.2.1 Professional warrants that it fully complies with all Federal statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal statutes and regulations. Professional shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Professional or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

4.2.2 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

4.2.3 Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, the Professional shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other Professional's and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Professional, any sub consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any sub consultant or any person or organization directly or indirectly employed by Professional) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-952(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

4.2.4 In any and all claims against the City or any of its elected and appointed officials, consultants, agents, or employees by any employee of Professional, any sub

consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

V. INSURANCE

5.1 Without limiting Professional's indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables
Insurance Compliance
PO Box 12010 -CE
Hemet, CA 92546-8010

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the City is to be given advance written notice by receipted delivery at least thirty (30) days in advance of any cancellation, non-renewal or material change of the insurance policy.

5.2 The Professional shall maintain during the terms, except as noted, of this Agreement the following insurance:

a. **Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated to pay as damages for claims arising out of the services performed by the Respondent or any person employed, contracted and/or subcontracted in connection with this Agreement. This insurance shall be maintained for three (3) years after any work covered by this Agreement.

b. Comprehensive general liability insurance with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name City as additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. Worker's Compensation Insurance for all employees of Professional as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000

d. Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. Other (or increased amounts of) insurance which City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

f. All policies shall contain waiver of subrogation, except Professional Liability, against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

g. All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

h. The City shall be named as an additional insured on a primary and non-contributory basis for the General and Auto Liability Policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

i. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to City prior to cancellation, non-renewal or material change.

j. The Professional shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as and additional insured on a primary and non-contributory basis and that the Professional has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days advance written notice to the City.

5.3 Failure on the part of the Professional to obtain and maintain all required insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Professional's performance or terminate this Agreement.

VI. SOVEREIGN IMMUNITY

6. The Professional acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Professional against the City other than claims arising out of this Agreement. Specifically, the Professional acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Professional acknowledges that this Agreement in no way estops or affects the CITY's exercise of its regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The PROFESSIONAL acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any CITY employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and PROFESSIONAL.

VII. STANDARD OF CARE

7.1 The Professional shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable Professional under similar circumstances and the Professional shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

7.2 The Professional warrants that all services shall be performed by skilled and competent personnel to the highest Professional standards in the field.

VIII. NON-DISCRIMINATION

8.1 EEO and ADA: The Professional must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

8.2 It is understood that the Professional shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

8.3 City Policy Regarding Conduct. All Professionals, their employees, agents and sub consultants must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of City policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

IX. CONFLICT OF INTEREST

9.1 The Professional represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Professional agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Professional, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

X. CONFIDENTIALITY

10.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Professional under this Agreement shall be made available to any individual or organization by the Professional without prior written approval of the City.

XI. OWNERSHIP OF DOCUMENTS

11.1 Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

XII. TRUTH-IN-NEGOTIATION CERTIFICATE

12.1 Execution of this Agreement by the Professional shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

12.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

XIII. NOTICE

13.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as to the City of Coral Gables shall be to:

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

cc: City Attorney

Notice as to the Professional shall be to:

XIV. DEFAULT AND TERMINATION

14.1 The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the Professional. In the event of a termination for cause, due to the Professional's failure to perform in accordance with the terms of

this Agreement or the Professional's repudiation of this Agreement by word or conduct, The City may immediately terminate the Agreement and the Professional shall be paid any sums otherwise due and owing under this Agreement only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. In the event of a termination for convenience, the Professional shall be paid for all services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and the Professional shall not be entitled to any other compensation or damages from the City. If, after notice of termination for cause, it is determined for any reason that Professional was not in default, the rights and obligations of the City and the Professional shall be the same as though the termination had been a termination for convenience. In no event shall the City be liable to Professional for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and Professional hereby waives the same. Professional may terminate this Agreement due to the City's failure to comply with the material terms of this Agreement after giving City thirty (30) days written notice of its purported default and a reasonable opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by Professional or sub consultants, whether finished or not, shall become City property. Failure to timely deliver the documentation shall be cause to withhold any payments due, without recourse by the Professional, until all documentation is delivered to the City.

XV. UNCONTROLLABLE FORCES

15.1 Neither the City nor Professional shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

XVI. MODIFICATION

16.1 This Agreement may not be amended or modified unless in writing and signed by both parties.

XVII. ASSIGNMENT AND SUBCONTRACTING

17.1 This Agreement and the rights of the Professional and obligations hereunder may not be assigned, delegated or subcontracted by the Professional without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The City may assign its rights, together with its obligations hereunder.

XVIII. AUDITS

18.1 The Professional shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Professional shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Professional shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Professional agrees that City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Professional and made available to the City during the terms of this Agreement and for a period of three (3) years thereafter unless City's written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by Professional at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Professional shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Professional's place of business.

In the event that an audit is conducted by Professional specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Professional, then Professional shall file a copy of the audit report with the City's Auditor within thirty (30) days of Professional's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Professional to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

18.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Professional regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Professional, then the difference shall be either repaid by Professional to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Professional from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Professional, then the difference shall be paid to Professional by cash payment.

XIX. AVAILABILITY OF FUNDS

19.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

XX. COMPLIANCE WITH LAWS

20.1 In performance of the services, the Professional will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Professional to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to this Agreement.

20.2 Conflict of Interest. Professional covenants that no person employed by the Professional which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Professional further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Professional or its employees must be disclosed in writing to City.

20.3 Professional is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

XXI. FEDERAL AND STATE TAXES

21.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Professional. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Professional be authorized to use the City's Tax Exemption Number in securing such materials.

XXII. SUCCESSORS AND ASSIGNS

22.1 The City and the Professional each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. The Professional shall not assign this Agreement without the express written approval of the City via executed amendment.

XXIII. CONTINGENT FEES

23.1 The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

XXIV. ENTIRETY OF AGREEMENT

24.1 The City and the Professional agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Professional pertaining to the services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

XXV. COUNTERPARTS

25.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

XXVI. WAIVER

26.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

XXVII. SEVERABILITY, SURVIVAL

27.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

XXVIII. GOVERNING LAW AND VENUE

28.1 The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

28.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

XXIX. TIME IS OF THE ESSENCE

29.1 Time is of the Essence. If any anticipated or actual delays arise, Professional shall immediately so notify the City. Regardless of notice if services or deliveries are not made at the time agreed upon, the City may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 13.1 (Termination by Default).

XXX. WAIVER OF TRIAL BY JURY

30.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE CONTRACT DOCUMENTS, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

XXXI. FLORIDA PUBLIC RECORDS LAW FLORIDA STATUTES CHAPTER 119, *et seq.*

31.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

XXXII. HEADINGS

32.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:

AS TO CITY:

David J. Ruiz
Risk Management Division

Catherine Swanson-Rivenbark
City Manager

Approved by Department Head
or head of negotiations team as to
the negotiated business terms

ATTEST:

Fred Couceyro
Director, Parks & Recreation

Walter J. Foeman
City Clerk

Approved as to compliance with
Applicable Procurement Requirements:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Michael P. Pounds,
Chief Procurement Officer

Craig E. Leen
City Attorney

Approved as to Funds Appropriation:

Diana M. Gomez, Finance Director

ATTEST:

AS TO PROFESSIONAL

Corporate Secretary

President

Print Name: _____

Print Name: _____

(SEAL)

(OR)
WITNESSES (2):

Print Name: _____

Print Name: _____

