

PROFESSIONAL NON-TECHNICAL ADVISORY SERVICES AGREEMENT

This Agreement is entered into as of October 1, 2018 (the "Effective Date") by and between Jay D. Doherty & Associates with offices located at 210 E. Pearson Street, Unit 9B, Chicago, IL 60611 (hereinafter referred to as "Consultant"), and AECOM Technical Services, Inc., ("AECOM") a California Corporation, with offices located at 303 E. Wacker Drive, Suite 1400, Chicago, IL 60601, to furnish certain professional advisory services in accordance with the following terms and conditions.

1. SERVICES

1.1 AECOM hereby retains Consultant to provide business development services ("Services") as specifically described in Section 1.1.1 below, affecting the interests of AECOM in various projects for existing and potential clients (including private sector clients) as may be agreed upon. Acting as an independent contractor, and not as an employee of AECOM, Consultant shall provide business development consulting services, utilizing his/her knowledge, expertise, and independent judgment in providing the specified Services.

1.1.1 The Services shall consist of: Phone calls and discussions with local decision makers and to determine AECOM's status in the area as it relates to all our Business Lines (Transportation, Water, B+P, PMCM, and Energy), as well as integrated delivery.

1.2 Consultant represents that it is experienced and qualified to provide the Services described hereunder to the highest professional standards. Furthermore, Consultant covenants that such Services will be provided in a strictly ethical manner in accordance with the letter and intent of all applicable municipal, state and federal laws and regulations governing the provision of Consultant's Services.

1.3 For the purposes of coordination of Consultant's effort, Denise Casalino, (an AECOM employee) will be the primary point of contact. Consultant agrees and acknowledges that Jay Doherty (Consultant's employee) shall have primary responsibility for discharging the Services under this Agreement, assisted as appropriate by other Consultant's employees, if any.

1.4 Consultant agrees to keep accurate and complete records of the cost, correspondence, and other records related to this Agreement. Consultant shall make such records available to AECOM upon ten (10) calendar days' written notice.

2. COMPENSATION

2.1 As full compensation for Services performed by Consultant hereunder, AECOM agrees to pay Consultant a fixed fee of \$ 8,000 per month payable within 60 days after submission of Consultant's monthly invoice to AECOM. This shall constitute full compensation for sub-consultants, time, Services, and expenses with the exception of such additional costs or expenses, including cost of travel, lodging and meals, which are authorized by AECOM in writing in advance. Any authorized additional costs shall be billed to AECOM at net cost (without a markup) and will become payable only upon submission of a written receipts and invoice for payment.

2.2 AECOM will not reimburse Consultant either directly or indirectly through a retainer for, and Consultant is not authorized to make on behalf of AECOM, political contributions of any kind or payments to or for the benefit of any public official or employee, whether elected or appointed, or any family member thereof. Payments for the benefit of a public official or employee, or family member thereof, include, but are not limited to, salaries, consulting fees, honoraria or gifts of money, food, goods or services.

2.3 Consultant will strictly observe: a) applicable restrictions relating to the entertainment of military and government officials and employees and to the giving of anything of value to such officials and employees; b) applicable restrictions relating to the entertainment of and to the giving of anything of value to Members of Congress, Congressional staff, and employees of Congress; and c) applicable restrictions relating to the entertainment of and to the giving of anything of value to employees and officers of state and local governments.

2.4 Each invoice submitted shall also contain the following statement: "SUBMISSION OF THIS INVOICE CERTIFIES COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE CONSULTING AGREEMENT UNDER WHICH THIS INVOICE IS SUBMITTED, AND CERTIFIES COMPLIANCE WITH ALL LAWS, REGULATIONS AND AECOM POLICIES AND PROCEDURES REFERENCED THEREIN."

2.5 All payments of compensation shall be made solely by check or bank transfer to the order of Consultant at the address set forth herein or such other address as Consultant specified in writing. No payment shall be in cash or other bearer instrument or, except pursuant to an assignment approved in writing as provided hereinafter, to any person, firm or corporation other than Consultant.

2.6 Consultant's invoices shall be submitted on a monthly basis and shall specify the period for which payment is claimed. Consultant shall submit a written progress report with every invoice in the Consultant's choice of format. The progress report shall describe the amount of work performed, the tasks accomplished, and the public officials with whom Consultant interacted on behalf of AECOM. If Consultant performed travel during the reporting period, the progress report shall document the location(s), period, and highlights of work performed.

3. **PROPRIETARY AND SENSITIVE INFORMATION** AECOM may, from time to time, furnish Consultant with literature, data, technical, financial, competitive, or other information which AECOM considers necessary to the Consultant for the performance of Services pursuant to this Agreement. All information and materials provided by AECOM shall be considered confidential, proprietary and sensitive and Consultant agrees not to disclose it except only to individuals or organizations approved by AECOM. Consultant shall use such information and materials exclusively for the purposes of this Agreement. Consultant agrees to return all such materials as AECOM may require upon the expiration or termination of this Agreement, whichever shall occur first. Consultant agrees that all Services to be performed by Consultant in connection with the subject matter of this Agreement will be performed exclusively for AECOM.

4. **TERM OF AGREEMENT** This Agreement will be in effect from the Effective Date until September 30, 2019. Notwithstanding the term of this Agreement, either party may terminate this Agreement without cause by thirty days written notice to the other party. This Agreement may be immediately terminated by AECOM for cause, including the breach of any of the provisions of this Agreement. In the event of termination with or without cause, AECOM's obligations will be limited (in accordance with Section 5 of this Agreement) to fees earned by Consultant and costs approved by AECOM prior to the effective date of termination. Notwithstanding, the confidentiality and indemnity provisions of this Agreement shall survive its termination or expiration.

5. **SPECIAL COVENANTS AND REPRESENTATIONS OF CONSULTANT**

5.1 Consultant hereby covenants and agrees to be bound by the following representations in connection with performance under this Agreement:

5.1.1 Consultant shall act solely as an independent contractor, not as an employee or agent of AECOM and shall not, unless specifically authorized in writing by AECOM, create obligations for AECOM to third parties.

5.1.2 Consultant authorizes AECOM to audit its books and records related to AECOM upon 30 days' notice.

5.1.3 Consultant acknowledges that he or she has received, read and understands and agrees to abide by AECOM's Code of Conduct, Global Ethics Business Conduct Policy, and Insider Trading Policy. Consultant shall acknowledge receipt, understand and agree to comply with these policies by executing and returning the attachment entitled "AECOM Policy and Procedures", which is hereby incorporated and made part of this Agreement. Consultant shall not make, or promise to make, any payments for any reason on behalf of AECOM without prior written approval.

5.2 In connection with this Agreement, Consultant shall not give, offer, promise or authorize, directly or indirectly, anything of value to:

5.2.1 an official, officer, employee or any other person acting in an official capacity for or on behalf of any government (including any department, agency, or instrumentality thereof), state-owned enterprise, international organization or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official"), including the government(s) of the territories in which work will be performed hereunder;

5.2.2 any person(s) or party(ies) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:

- influence any official act or decision, or;
- induce an Official to do or omit to do any act in violation of his or her lawful duty, or;
- induce an Official to use his or her influence to affect or influence a decision or act of any government, instrumentality, or international organization, or;
- assist the Parties hereto or any other person in obtaining or retaining business for or with, or in directing business to the Parties or any other person, or;
- to obtain or secure an unfair or improper advantage for the Parties in any respect.

5.3 In connection with this Agreement, Consultant shall not make a contribution or give, offer, promise or authorize, directly or indirectly, anything of value to a political party, official of a political party or candidate for office on behalf of or associated with AECOM or in connection with the purpose of this Agreement.

5.4 In connection with this Agreement, Consultant shall not engage in any acts of bribery, kickback or other improper inducement. Without limiting the generality of the foregoing, Consultant shall not give, offer, promise or authorize, either directly or indirectly, a financial or other advantage to any person to induce a person to perform improperly a relevant function or activity or to reward such improper performance or where the Consultant knows or believes that the acceptance of the advantage in itself constitutes the improper performance of a relevant function or activity.

5.5 Consultant shall not subcontract any part of the Services nor retain or engage a sub-consultant to carry out sales or marketing obligations in connection with the scope of this Agreement. AECOM reserves the right, in its sole discretion, to reject a request to engage or retain any such sub-consultant.

5.6 The solicitation or receipt of any information, classified or unclassified, directly or indirectly, from the U.S. Government or any state or municipal government in the course of performing this Agreement will be strictly in accordance with all laws and regulations pertaining to the protection, possession, acquisition, and use of such information or documents.

5.7 Consultant shall not make, or promise to make, any payments to third parties if such payments would not be deductible by AECOM under the applicable Internal Revenue Code and the implementing IRS regulations.

5.8 In performing this Agreement, Consultant agrees to comply with applicable laws and regulations and to not make or permit to be made or knowingly allow a third party to make any improper payments, or to perform an unlawful act that would have the effect of causing AECOM or its subsidiaries or affiliates to be in violation of the applicable laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act or UK Bribery Act.

5.9 In the event the Services performed by Consultant on behalf of AECOM pursuant to this Agreement are considered to be "lobbying" in the jurisdictions where the Services are performed, Consultant will so advise AECOM and will prepare and submit to the appropriate authorities and to AECOM all of the initial and periodic documentation required of a lobbyist, and AECOM as the employer of the lobbyist, as may be required by each jurisdiction where the Services are performed. Preparation and submission of all such registrations and/or reports will be coordinated with the appropriate AECOM's Ethics & Compliance Counsel.

5.10 In the event Consultant or any member of Consultant's staff are former employees or officials of any governmental entity, Consultant certifies that it is familiar with the restrictions and prohibitions to which such ex-employees or officials may be subject with regard to post-government employment. Consultant agrees that no work will be accomplished, nor will any of Consultant's staff be assigned to work under this Agreement, if such assignment or work is in violation of such restrictions or prohibitions.

5.11 No AECOM's employee shall have any authority to give any direction, written or oral, to Consultant in contravention of this Section 5.

5.12 Consultant shall not employ any Official, political party official, or candidate for political office during the term of this Agreement that would result in the appearance of or an actual conflict with the Services to be provided or otherwise negatively impact AECOM. The Consultant further covenants that no Official, political party official, or candidate for political office is deriving any benefit, directly or indirectly, from this Agreement. The Consultant agrees to notify AECOM immediately of any changes to this covenant.

5.13 Consultant agrees to give prompt written notice to AECOM in the event that, at any time during the term of this Agreement, any of the representations set forth herein are no longer accurate. In the event AECOM learns that said representations are no longer true and accurate, AECOM may, notwithstanding any other provision of this Agreement, terminate this Agreement upon written notice, effective on the date of such notice or the date on which said representations became untrue and inaccurate and Consultant shall not be entitled to receive any further compensation in connection with this Agreement, except with respect to payment for services rendered prior to the effective date of the termination and approved costs incurred through the effective date of termination, which are not adversely impacted by any representations made herein that are or become not true or inaccurate.

5.14 Consultant covenants that, to the best of its knowledge, it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of Services required to be performed under this Agreement, subject to the following:

5.14.1 Consultant may represent many clients who are parties to infrastructure projects throughout the world, who in specific instances could be competitors or counterparties to AECOM. AECOM agrees that Consultant may provide services to clients who are competitors or counterparties to AECOM, except with respect to (i) the specific actual or potential projects where Consultant has agreed to provide such services under this Agreement, or (ii) where Consultant is

in possession of AECOM's confidential information that could be used to the disadvantage of AECOM in connection with a specific project.

5.14.2 AECOM acknowledges that Consultant may represent many clients around the world with respect to the legislative, executive administrative and other functions of governments (herein "public policy" representations), in such substantive areas as business regulation, defense, energy, resources and environmental matters, financial services, food and drug, domestic and international trade, health care, taxation, transportation, and numerous other areas affected by government action. AECOM acknowledges that Consultant's representation of other clients in public policy representations at present or in the future might adversely affect AECOM's interests, directly or indirectly, or might be deemed to create a material limitation on Consultant's representation of AECOM. As a condition of Consultant entering into this Agreement, AECOM agrees that, so long as such public policy representations are not substantially related to the Consultant's representation of AECOM, do not adversely affect the Consultant's ability to effectively provide services to AECOM as described in this Agreement, or do not involve the use of material ethically protected client information to AECOM's disadvantage, the scope of the public policy representations that Consultant can provide to existing or new clients will not be diminished in any respect by Consultant's obligations under this Agreement, even if there would otherwise be a conflict. Notwithstanding anything to the contrary contained herein, Consultant acknowledges that, if Consultant elects to represent a party that is adverse to AECOM, then, even if such representation is not directly prohibited by the terms of this Section 5, AECOM reserves the right to terminate the Agreement in accordance with the provisions of Section 4 herein.

5.15 Consultant shall identify and mitigate any potential conflicts of interest (COI), and contact AECOM within 24 hours of identifying such COI. AECOM and Consultant shall then develop a COI mitigation plan, which is acceptable to AECOM and subsequently incorporated into this Agreement by a written amendment. If a mitigation plan acceptable to AECOM cannot be developed, then AECOM may terminate this Agreement.

5.16 In no case shall AECOM be obligated to take any action or make any payment to the Consultant or any of Consultant's sub-consultants that would cause AECOM to suffer a penalty or contravene applicable laws or regulations, including but not limited to the laws of the territories in which Services will be performed and those of the United States.

5.17 If the Consultant breaches any of the covenants contained in this Section 5, AECOM shall have the right to immediately terminate this Agreement without penalty or further payment of any sums due and owing or claims by Consultant hereunder. In such instance, Consultant shall indemnify AECOM for any penalties, losses and expenses resulting from such breach of the provisions of this Section 5.

5.18 Consultant warrants and represents that no partner or principal of Consultant is in a position to influence the award of any contract to AECOM or any action with respect to a contract awarded to AECOM on matters on which Consultant is working for AECOM by reason of holding a position as (i) an official, employee, or active member of the armed services or any government; an official or employee of any government; an official of a political party; or a candidate for political office; or (ii) an officer, director, or employee of an AECOM customer. If Consultant becomes aware of any such relationship in connection with matters in which Consultant is asked to perform services under this Agreement, it shall disclose the information to AECOM, which may then determine, in its sole discretion, whether such relationship is permissible in order to allow the continuation of the Services under this Agreement.

6. NO ASSIGNMENT

6.1 Consultant agrees that neither this Agreement nor any monies due or to become due hereunder may be assigned, in whole or in part, by Consultant without the prior written consent by the appropriate AECOM's Ethics & Compliance Counsel.

6.2 Consultant acknowledges that it may not appoint any agent or representative to act for it under this Agreement without AECOM's prior written consent.

7. **INDEMNIFICATION** Consultant shall defend, indemnify and hold harmless AECOM and its officers, directors, employees, agents and representatives from and against any and all claims, demands, suits, damages, costs, expenses, and fines or fees which are or may be asserted against AECOM to the extent they arise out of any actual or alleged act, error, omission, statutory violations, or breach of any obligation by Consultant, its employees, agents, subcontractors and representatives in performing the Services under this Agreement.

8. **INTERPRETATION: ENTIRE AGREEMENT: AMENDMENT** This Agreement, together with all amendments hereto, (a) constitutes the entire understanding of the Parties concerning the subject matter hereof; (b) may be altered or amended only in writing signed by both Parties concurrently with or subsequent to the date of this Agreement; and (c) supersedes all prior written or oral understandings or agreements of the Parties (including predecessors or assigns) concerning the subject matter hereof.

9. **NOTICES** Any formal notice required to be given by either party to the other shall be sent by certified mail, return receipt requested, and addressed as follows:

To AECOM:

Denise M. Casalino
Senior Vice President
303 E. Wacker Drive, Suite 1400
Chicago, IL 60601

To Consultant:

Jay Doherty
Owner
210 E. Pearson Street, Unit 9B
Chicago, IL 60611

10. **NON-APPLICABLE EMPLOYEE BENEFITS** It is understood and agreed that the amounts set forth in Section 2 hereof constitute the total compensation to be paid to Consultant hereunder and that no other benefits of any nature shall accrue as a result of the performance of Services by Consultant.

11. **GOVERNING LAW** This agreement shall be governed by and construed under the laws of the State of New York without regard to its conflicts of laws principles and the venue for all matters shall be the State of New York.

12. **INVALIDITY** If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall remain in effect and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

Signature page follows.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written below.

CONSULTANT

By: J. A. Arty

Print Name: JAY D. DOHERTY

Title: President

Date: 11/7/18

AECOM TECHNICAL SERVICES, INC.:

By: Jeffrey Rosen

Print Name: Jeffrey Rosen

Title: SVP, GC

Date: 11/12/2018

AECOM/GOVERNMENT RELATIONS:

By: Mitchell Delk

Printed Name: Mitchell Delk

Title: Senior Vice President, Global
Government
Relations

Date: 11-13-18

AECOM POLICY AND PROCEDURES

1.0 It is the policy of AECOM that its acquisition and retention of business be conducted in accordance with the highest standards of honesty and integrity. Sales of its services must be free from even the perception that questionable activities were engaged in or condoned. Purchases of supplies, materials, and services from suppliers, vendors, and subcontractors must be conducted with the same high standards. Severe criminal and civil penalties may be imposed on the Consultant and AECOM and the individuals involved for violation of laws, federal and state, that impacts the conduct of our business.

2.0 AECOM Policies and Procedures are designed to ensure compliance by all employees with applicable laws and regulations. As a consultant to AECOM, even though you are an independent contractor, your performances of Services may involve acts on your part, which may be attributable to AECOM and for which AECOM would be held liable. For that reason, it is necessary that you be made aware of and understand AECOM's Policies and Procedures as they relate to your performance.

3.0 AECOM Policies and Procedures contain provisions, which directly affect the manner of your performance of Services for AECOM. Your attention is specifically called to the following documents, which are attached hereto and made an express part of this Agreement by this reference:

- AECOM's Code of Conduct
- Global Ethical Business Conduct Policy
- Insider Trading Policy

4.0 The following guidelines are provided to illustrate and, in some cases, supplement the activities regulated by AECOM's Policies and Procedures:

4.1 At no time should you make, offer, promise or give, directly or indirectly, anything of value to a government official or any other person for the purpose of improperly influencing official actions or decisions in order to obtain or retain business for AECOM. Under no circumstances whatsoever should you give, offer to give, or authorize the giving of any form of bribe, kickback or payoff, directly or indirectly, to obtain or retain business for, or direct business to AECOM.

4.2 Even though the recipient's standards of conduct may permit it, you should not give anything of value to any federal executive branch employee, civilian or military. The only permissible exception is the providing of modest refreshments such as soft drinks, coffee and doughnuts on an occasional basis in connection with business activities.

4.3 If, in the performance of your consulting duties, you are in a position to deal as a representative of AECOM with a supplier, vendor, or subcontractor of AECOM, you should not accept from that supplier, vendor, or subcontractor things of value. Under no circumstances whatsoever should you receive, or agree to receive, any form of kickback or bribe.

4.4 While you are free to participate in the political process on a personal basis, you should not, on behalf of AECOM, give anything of value, including your time, to any political party or candidate for office at any level, federal, state or local.

4.5 Unless specifically directed by the terms of your consultant agreement, you should not engage in any lobbying efforts on behalf of AECOM with any executive or legislative branch member or employee of the federal or any state government.

4.6 Requests for reimbursement of expenses, if authorized by the terms of your

consultant agreement, must be accurate and truthful.

4.7 At no time should any government official have any legal or beneficial interest in your business or in any payment that AECOM may make to you for your Services rendered or expenses incurred.

4.8 You should not accept or attempt to obtain procurement-sensitive data of the government that is not authorized for public release. Similarly, you should not accept or attempt to obtain any information of a competitor in circumstances where there is reason to believe the release or receipt of such information is unauthorized.

4.9 You should not disclose to anyone without proper written authorization proprietary information of AECOM.

4.10 If, in the performance of your consulting duties, you have an occasion to meet with or communicate with AECOM's customers' personnel, you must ensure that all statements, communications, and representations made on behalf of AECOM are accurate and truthful.

4.11 There may be times when, in the performance of your consulting duties, you learn of important information affecting the activities of AECOM or other companies with whom we are dealing that has not been publicly released. This is considered to be material inside information and you are required to maintain it in the strictest confidence. It is a violation of federal law to purchase or sell a company's securities using such information.

4.12 In the performance of your consulting duties, you have an obligation to avoid financial, business, or other relationships which might cause a conflict with the performances of those duties, or which might be opposed to the interest of AECOM.

4.13 If at any time during the term of your consultant agreement you have a question regarding the application of these Policies and Procedures, or you feel that a contract task may cause a violation, you should advise your primary point of contact identified in Section 1.3 of your consultant agreement.

I have read these Policies and Procedures, including those referenced in Section 3.0 above, fully understand them and agree to comply with them at all times.

Consultant's Signature: _____

Typed Name: _____

JAY D. DOHERTY

Date: _____

11/7/18

This form will be retained in the Consultant's agreement file.