Certified: --

E-107-23

FILED WITH THE NASSAU COUNTY CLERK OF THE LEGISLATURE AUGUST 30TH, 2023 11:00 AM

NIFS ID: CFPW23000034

Capital: X

Contract ID #: CFPW23000034

NIFS Entry Date: 08/11/2023

Department: Public Works

Service: CM Services_2nd Precinct Station House-B50680-05CM

Term: August 4, 2023 to date Certificate of Completion issued to Construction Contractor

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

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

Vendor/Municipality Info:	
Name: **Jacobs Project Management Co.**	ID#:**352321289**
Main Address: **1305 Franklin Avenue, Suite 245Garden City, NY 11530**	
Main Contact: **Gus Xenakis**	
Main Phone: **(516) 281-4246**	

Department:
Contact Name: **Joseph Amerigo**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury NY**
Phone: **(516) 571-6804**
Email: **CPetrucci@nassaucountyny.gov,ldionisio@nassaucountyny.gov,Ekobel@nassaucountyny.gov,JAmerigo@nassaucountyny.gov,**

Contract Summary

Purpose: Providing Construction Management services in connection with the erection of a new steel frame & masonry NCPD Station House to replace the existing building damaged by fire. This project may be administered through a PLA. Project requirements exceed current staffing abilities and expertise. .
Method of Procurement: In the interest of expediency this RFP is being issued to a select group of seven (7) construction management firms that have been previously selected to provide "On Call" Construction Management Services to the Building Construction Group.
Procurement History: RFP was issued on May 26, 2023 to a select group of seven (7) construction management firms that have been previously selected to provide "On Call" Construction Management Services to the Building Construction Group. The Technical Proposals were received on June 16, 2023 and evaluated by professionals from within the Department of Public Works:

Douglas Tuman, Deputy Commissioner, Vincent Falkowski, Deputy Commissioner, Robert LaBaw, Architect IV, and Joseph Amerigo, Project Manager IV. Following the review, the technical rank was established, and the cost proposals were opened. The proposal submitted by Jacobs receiving a high technical ranking and lowest proposed cost provided the best value to Nassau County.
Description of General Provisions: New agreement for construction management services.
Impact on Funding / Price Analysis: The maximum amount of this contract is One Million Four Hundred Seventy-Three Thousand Five Hundred and Twenty Dollars ($1,473,520.00). Funding is available under Capital Project No. 50680. Contract has current MBE utilization of 6.5%.
Change in Contract from Prior Procurement: There is no prior procurement.
Recommendation: Approve as Submitted.

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 50680 PT2004	01	$1,473,520.00
Project Number 50680 Project Detail PT2004								
						TOTAL		**$1,473,520.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$1,473,520.00
Other	$0.00
Total	**$1,473,520.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	08/11/2023 12:49PM	Approved
NIFS Final Approval	Roseann D'Alleva	08/11/2023 02:51PM	Approved
Final Approval	Roseann D'Alleva	08/11/2023 02:51PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	08/11/2023 02:51PM	Approved
Final Approval	Roseann D'Alleva	08/11/2023 02:51PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	08/11/2023 03:19PM	Approved
Approval as to Form	Thomas Montefinise	08/24/2023 10:31AM	Approved
NIFS Approval	Mary Nori	08/25/2023 06:26PM	Approved
Final Approval	Mary Nori	08/25/2023 06:26PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	08/14/2023 09:24AM	Approved
NIFA Approval	Christopher Nolan	08/18/2023 04:22PM	Approved
Final Approval	Christopher Nolan	08/18/2023 04:22PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	08/28/2023 10:46AM	Approved
DCE Compliance Approval	Robert Cleary	08/29/2023 02:57PM	Approved
Vertical DCE Approval	Arthur Walsh	08/29/2023 06:07PM	Approved
Final Approval	Arthur Walsh	08/29/2023 06:07PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/30/2023 10:39AM	Approved

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

RULES RESOLUTION NO. – 2023

A RESOLUTION RATIFYING THE COMMISSIONER OF DEPARTMENT OF PUBLIC WORKS'S AWARD AND THE COUNTY EXECUTIVE'S EXECUTION OF A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND JACOBS PROJECT MANAGEMENT CO.

WHEREAS, Nassau County negotiated a personal services agreement with Vendor to provide personal services; and

WHEREAS, the Nassau County Executive executed said personal services agreement, a copy of which is on file with the Clerk of the Legislature; NOW, THEREFORE, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature ratifies the Commissioner of Public Works's award and the County Executive's execution of said personal services agreement.

CONTRACT FOR SERVICES

Construction Management Services
NCPD 2nd Precinct Station House
Agreement No. B50680-05CM

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Jacobs Project Management Co., a consulting engineering firm having its principal office at 1305 Franklin Avenue, Suite 245, Garden City, New York 11520 (the "Firm" or "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term.

This term of this Agreement shall commence on the date on August 4, 2023 (the "Commencement date") and terminate on the date that a Certificate of Completion is issued to the Construction Contractor (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement one year delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2.. Services.

(a) The services to be provided by the Firm under this Agreement for the NCPD 2nd Precinct Station House, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The

Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as <u>not</u> necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. <u>Payment.</u>

(a) <u>Amount of Consideration</u>. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million Four Hundred Seventy-Three Thousand Five Hundred Twenty Dollars ($1,473,520.00) dollars.

(b) <u>Vouchers; Voucher Review, Approval and Audit</u>. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "<u>Voucher</u>") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE"" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty-Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all

County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

FIRM

By: Robert Bauco

Name: Robert Bauco

Title: Vice President

Date: 8/8/2023

NASSAU COUNTY

By:

Name: Arthur Mail

Title: ~~County Executive~~

Deputy County Executive

Date: 8-29-23

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~) New York

On the 8th day of AUGUST in the year 2023 before me personally came Robert Bauco to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Thornwood; that he or she is the Vice President of Jacobs Project Management Co., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STEPHANIE H. KUDROWITZ
Notary Public, State of New York
No. 01KU6372550
Qualified In New York County
Commission Expires June 2, 2026

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24th day of August in the year 2023 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The FIRM shall provide comprehensive construction and post-construction phase services. The scope of services to be performed in the respective phases (which will overlap) is summarized below.

1.0 Construction Phase Services

1.1.1 Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for Twelve (12) months. The CM should include One (1) month of pre-construction duties and Three (3) months of post-construction duties.

1.1.2 General Construction Administration – The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), building end-users, and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the existing Facility occupants. Coordinate the installation of County-furnished material, equipment, and furniture with the work of the CC. The CM shall maintain competent full-time staff at the project site to administer the project at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, lap top computers, digital cameras, cellular telephones, etc. The CM recognizes that the construction will have to be closely monitored, and work (especially potentially disruptive work) will need to be scheduled accordingly.

1.1.3 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager, and the Design Engineer to devise appropriate modifications to the Contract Documents.

1.1.4 Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of applicable testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction and/or resolution. Track all defective and non-conforming Work through correction until final acceptance by the County. The CM shall provide all required testing equipment such as slump cone, air entrainment testing kit and thermometers as required for the Project.

1.1.5 Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon acceptance of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC and shall discuss and agree upon recovery steps with the County.

1.1.6 Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast, and all revisions shall also be forwarded to County.

1.1.7 BIM Related Services – The CM shall provide the necessary coordination between the Contractor and the County's BIM Services Provider from the start of the Project through completion.

1.1.8 Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the

Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient, and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

1.1.9 Information Management System – The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents, which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. At the minimum, the CM shall implement a web-based information management system for the exchange of submittals and provide and maintain access to all project participants. The CM shall receive the CC's submittals such as shop drawings, product data, and samples, promptly review them for completeness and responsiveness, log and finally distribute them to the Design Engineer, all distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Facilities, in both paper and electronic formats.

1.1.10 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the County.

1.1.11 Meetings – Schedule and conduct regular weekly or bi-weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend weekly meetings with the County, and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

1.1.12 Reporting – The CM shall prepare written progress reports and upon acceptance by the County deliver five (5) copies of same to the County (or electronic). Such reports shall include the following information at a minimum:

A. Work activities performed during the reporting period and those activities scheduled to be performed in the next 2 weeks.

B. Identification and status of all critical and important issues, which require the attention of the County.

C. Brief construction progress update describing actual progress versus plan, supported by earned value data.

D. Summary of schedule gains and delays and actions taken to mitigate delays.

E. Photographs and other documentation which is germane to the report.

F. On every other bi-weekly report (i.e., every 4 weeks) provide updated Submittal, RFI and Change Order logs as attachments.

1.1.13 Safety – The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC, and the designated Nassau County Project Manager. The CM shall not have control over, or charge of the Work, and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. CM's effort shall include the following:

A. The CM will review the CC Health and Safety program and inform the Departments Project Manager of its adequacy.

B. CM's Safety Officer shall visit the site once per week, review the working conditions with the CC's designated site safety representative and provide a written report to NCDPW (copying the contractor and other project participants) within 24 hours of the field visit. The report shall identify any and all short comings and will follow up on any reported incidents.

C. CM shall prominently post signage requiring that all visitors must check in with the Construction Manager before entering the site. CM shall maintain a log of all visitors and shall ensure that visitors wear the proper PPE during any such visit.

D. CM shall attend CC's toolbox mtgs. to verify that these are being held and ensure that the CC adequately documents attendance. A copy of the toolbox meeting agenda and sign in will be kept for the Project record.

E. In the event of an accident the CM shall submit to the Department within 24 hours a preliminary report and a final report within two weeks. The final report will include additional safety measures to help prevent reoccurrence.

F. CM's weekly safety reports shall be reviewed and discussed at all jobsite progress meetings. Discussion shall focus on correction of any deficiencies as well as safety during upcoming work on the look-ahead schedule.

G. Administer CC's compliance with 10-hour OSHA training requirements and ensure site safety orientation is provided for all construction workers employed on the project.

1.1.14 <u>Changes</u> - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information System.

1.1.15 <u>Partial Occupancy and Beneficial Use</u> - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any declaration of partial occupancy or beneficial work the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

1.1.16 <u>Field Office</u> – The CM shall provide, maintain, and subsequently remove its own temporary offices, during the construction phase. All CM's office equipment and supplies, including, but not limited to, telephones, computers (with software and high-speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained and subsequently removed by the CM, and the cost of same is included in the CM's Fee.

1.1.17 PLA & PLA Administration – The Project will be constructed under a Project Labor Agreement (PLA) utilizing a Single Prime Contractor for the execution of covered work with applicable exclusions. The Master PLA and the project specific amendment can be reviewed at NCDPW Headquarters by appointment. The CM shall be responsible for administering the PLA through a designated PLA Administrator. The PLA Administrator will be responsible for resolving labor disputes during construction if so required. The PLA Administrator will also be responsible for representing the County during any disputes arising out of Administering the PLA.

2.0 Post Construction Phase Services

2.1.1 Contract Closeout - Conduct final inspections with Design Engineer, the Program Manager and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

2.1.2 CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

2.1.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

EXHIBIT “B”

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, inclusive of Field Office and Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed **One Million Two Hundred Twenty-Seven Thousand Nine Hundred Thirty-Three Dollars ($1,227,933.00) dollars.** The Firm shall be compensated for such services by an amount equal to Two point One (2.10) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits. See attached staffing schedule, with titles, and maximum hourly rates and multipliers.

B. REIMBURSABLE EXPENSES

1. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records, acceptable to the County.

2. Other Reimbursable Expenses/Additional Work **-** the Firm shall be reimbursed for authorized reimbursable expenses or additional work. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement. Cost basis for such expenses can be lump sum and/or hourly wage rate times multiplier.

   The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed Two Hundred and Twenty-five dollars ($225.00)

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Robert Bauco (Name)

   One Penn Plaza, 24th Floor New York, NY 10119 (Address)

   646-908-6550 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

____

____

____

____

____

____

____

____

____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct, and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/8/2023
Dated

Robert Bauco
Signature of Chief Executive Officer

Robert Bauco
Name of Chief Executive Officer

Sworn to before me this

8TH day of AUGUST, 2023.

Notary Public

STEPHANIE H. KUDROWITZ
Notary Public, [redacted]
No. [redacted]
Qualified [redacted] York County
Commission Expires June 2, 2026

NIFA <u>Nassau County Interim Finance Authority</u>

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

1. Vendor: Jacobs Project Management Co.

2. Amount requiring NIFA approval: $1,473,520.00

Amount to be encumbered: $1,473,520.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to August 4, 2023 to date Certificate of Completion issued to Construction Contractor
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

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

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

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

Providing Construction Management services in connection with the erection of a new steel frame & masonry NCPD Station House to replace the existing building damaged by fire. This project may be administered through a PLA.
Project requirements exceed current staffing abilities and expertise. .

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

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

CNOLAN	08/18/2023
Authenticated User	***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User	***Date***

NIFA

Amount being approved by NIFA:

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

Authenticated User	***Date***

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

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

NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Jacobs Project Management Co.

CONTRACTOR ADDRESS: 1305 Franklin Avenue, Suite 245,Garden City,New York,115

FEDERAL TAX ID #: [redacted]

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

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

II. ☑ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on May 26, 2023 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in County Procurement Board [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on June 16, 2023 [date]. Three (3) [state #] proposals were received and evaluated. The evaluation committee consisted of: Four (4): Douglas Tuman, Deputy Commissioner, Robert LaBaw, Architect IV' Vincent Falkowski, Deputy Commissioner and Joseph Amerigo, Project Manager IV. (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on ______________________[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after____

____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no.____________________, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

8/10/23

Date

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

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

OFFICE OF THE COUNTY EXECUTIVE
THEODORE ROOSEVELT EXECUTIVE & LEGISLATIVE BUILDING

EMERGENCY DECLARATION

BRUCE A. BLAKEMAN, County Executive of the County of Nassau, pursuant to the powers vested in me by the Nassau County Charter and the laws of the State of New York, to preserve the public safety and to protect essential County resources and services, hereby exercise that authority and declare as follows:

WHEREAS, On November 26, 2022, a devastating fire severely damaged the Nassau County Police Department's Second Precinct (hereinafter, "Precinct"), located at 7700 Jericho Turnpike, Woodbury, New York; and

WHEREAS, the Commissioner of Public Works, Department of Public Works (hereinafter, "Department") for the County of Nassau, New York, has determined that, as a result of the fire, the Precinct is unusable and in need of a complete replacement (see Exhibit A [email dated November 27, 2022 from Ken Arnold, Commissioner of the Department, detailing the damage caused by the fire to the Precinct] attached hereto); and

WHEREAS, this situation presents a serious and immediate threat to public safety and to the security of essential Nassau County services and resources and necessitates that the County Executive declare a State of Emergency, effective immediately, pertaining to the need to rebuild the Precinct in order to remediate the emergency conditions; and

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

OFFICE OF THE COUNTY EXECUTIVE
THEODORE ROOSEVELT EXECUTIVE & LEGISLATIVE BUILDING

IT IS FURTHER ORDERED that, I, **Bruce A. Blakeman, County Executive** of the County of Nassau, do hereby declare that the emergency conditions at the Second Precinct constitutes an emergency under Section 2206 of the Nassau County Charter (see Section 2206 of Nassau County Charter, Emergency and Contracting Provisions) that necessitates the immediate execution of any contract deemed necessary by the County Executive to address and remediate the emergency for the duration of the emergency.

IT IS FURTHER ORDERED that this State of Emergency shall remain in effect until rescinded by a subsequent order.

Dated: November 30, 2022

CE

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

Reddy, Renee

From: Arnold, Kenneth
Sent: Sunday, November 27, 2022 11:25 AM
To: Walsh, Arthur T; Blakeman, Bruce; Fox, Tatum
Cc: Adams, Thomas A; Hiller, John; Libert, Brian; Tuman, Douglas; Cleary, Robert; Houdek, Jane M
Subject: Second Precinct Emergency

CE/CDCE/DCE

As you are aware last night there was a significant fire at the above referenced facility. Fire/water and smoke damage extends throughout the building and it is the opinion of the Department that due to both the damage from he fire and the age of the facility the best course of action is to proceed with a complete replacement of the building. The Department has a model precinct that has been used at the 4th and 1st previously. It is the intent of the Department to utilize this model for the 2nd. This facility being a critical requires an emergency declaration for the department to expeditiously proceed.

Currently, the Department will utilize the declaration to proceed with the immediate cleanup needs in order to secure critical building contents utilizing our on call abatement contractor, utilizing LiRo Engineering for design services associated with the replacement building and procurement of the general contractor for the new facility. Under discussion is whether the current building should be immediately demolished. If determined yes that would also require the declaration. I am not sure if there are any services that PD will require under the emergency. The temporary trailer complex being considered we currently believe will be handled by existing contracts that have contract capacity.

Thankyou.

Sent from my iPad

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: August 10, 2023

SUBJECT: Contract No: B50680-05CM
Jacobs Project Management Co.
Construction Management Services
NCPD Second Precinct
Responsibility Determination Memo

DPW Summary Finding

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

NYS Standard for State and Municipal Contract Approval

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

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

Application of the FLIP test

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

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

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

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

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

Nassau County Procurement Policy Requirements

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

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

The following is quoted from Appendix E:

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

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Responsibility Determination Memo

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

Application of the Materiality Evaluation to Determine Vendor Integrity

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

Adverse Information Review

Vendor

Vendor reports that it is appealing a U.S. Dept of the Interior determination that it terminated an employee in violation of a federal whistle blower statute. Attached to this memorandum is Vendor's explanation of this matter. Based on the information provided by Vendor – particularly the fact that Vendor did not participate in the U.S. DOI proceeding that lead to the determination because vendor believed USDOI to be acting beyond its statutory authority, the alleged events occurred many years ago, and did not involve any of the individuals to perform the proposed County contract work, and did not involve events that were a threat to life, health, safety, or property, nor was criminality or possible criminality involved - the Department does not find that this adverse information rises to the level of material adverse information warranting a determination that Vendor is not a responsible vendor.

Affiliates

Vendor reports that its parent company, Jacobs Engineering Group Inc, has produced documents in response to a Securities and Exchange Commission subpoena relating to the operations of a former subsidiary company's joint venture operations in Morocco.

Vendor reports that its parent company, Jacobs Engineering Group Inc, was the subject of an investigation by the Roane County District Attorney regarding the remediation of contamination in Tennessee. The grand jury returned a "no true bill." Additionally, as reported by Vendor, the remediation is being conducted with the oversight of

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multiple federal agencies.

Former employees of a former affiliated company in Chicago were indicted and pled guilty to charges of giving false information to a federal investigator. As this incident involves the terminated employees of a former affiliate it is not germane to the County's consideration of Vendor's responsibility to perform County contract work.

Vendor reports that the Worley group, a vendor affiliate firm that was sold in 2019, entered into a conciliation agreement with the U.S. Dept. of Labor to resolve alleged employee pay discrimination at its Houston based operations prior to 2016. Vendor provided information is attached to this memorandum. As this incident involves the actions of a Houston based former affiliate, it is not germane to the County's consideration of Vendor's responsibility to perform County contract work.

The reported OSHA citations/violations do not include work performed by Jacobs Project Management Company – the proposed County contractor. The work projects cited involved Jacobs affiliates working outside New York State and did not involve services closely related to those required by the County for this contract. Although there are multiple responses provided to the vendor form questions, Vendor is a subsidiary of a multinational firm – and none of the information reported has led to a debarment in any jurisdiction in which the reported information arose. Additionally, there has been no criminality alleged by Vendor, its parent, subsidiaries or affiliated companies.

Accordingly, the adverse information reported on Vendor's disclosure forms is not material. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract B50680-05CM.

Jane Houdek

Jane Houdek
Attorney, Department of Public Works

JH:pl

Certificate of No Change Form

All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: Jacobs Project Management Co.

Vendor's Address: 1305 Franklin Avenue Suite 245 Garden City NY US 11530

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 06/14/2023 01:22:07 pm

Lobbyist Registration and Disclosure Form: 06/14/2023 01:23:30 pm

Business History Form certified: 05/01/2023 02:20:11 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 06/14/2023 01:25:13 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Michael Carlin [MICHAEL.CARLIN@JACOBS.COM]
Date Certified	06/28/2023 04:47:15 pm

Principal Name	Robert Bauco [ROBERT.BAUCO@JACOBS.COM]
Date Certified	06/14/2023 01:50:24 pm

Principal Name	Justin Johnson [JUSTIN.JOHNSON@JACOBS.COM]
Date Certified	07/30/2023 12:31:04 pm

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

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

CERTIFICATION

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

Robert Bauco ROBERT.BAUCO@JACOBS.COM

Name

Vice President

Title

Jacobs Project Management Co.

Name of Submitting Entity

07/31/2023 03:35:18 pm

Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Robert Bauco [ROBERT.BAUCO@JACOBS.COM]

Dated: 06/14/2023 01:22:07 pm

Vendor: Jacobs Project Management Co.

Title: Vice President

 Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Justin Johnson
   Date of birth: [redacted]
   Home address:
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country:

   Business Address: 1999 Bryant Street, Suite 1200
   City: Dallas State/Province/Territory: TX Zip/Postal Code: 75201
   Country US
   Telephone: 214.920.8175

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	08/10/2020
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

See Attached

1 File(s) uploaded: 20230613 - Principal Questionnaire Response to Question 5 (Johnson).pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

See Attached

1 File(s) uploaded: 20230613 - Principal Questionnaire Response to Question 6 (Johnson).pdf

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

See attached

   1 File(s) uploaded: 20230613 - Principal Questionnaire Response to Question 7b (Johnson).pdf

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

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

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

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

1 File(s) uploaded: 20230613 - Principal Questionnaire Response to Question 11 (Johnson).pdf

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any

. sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

Jacobs Project Management Co.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Justin Johnson JUSTIN.JOHNSON@JACOBS.COM

Secretary

Title

07/30/2023 12:31:04 pm

Date

Response to Question 5
Justin Johnson, within the past 3 years has been an officer of the following Unites States Jacobs companies, which are affiliates of the submitting business, Jacobs Project Management Co.

Appointments Held

Name	Position	Appointed
AEROPTIC, LLC	Treasurer	07/01/2021
CH2M HILL ARCHITECTS, P.C.	Treasurer	07/01/2021
BUFFALO GROUP LLC	Treasurer	10/01/2022
BLACKLYNX INC.	Treasurer	11/19/2021
CH2M HILL CANADA LIMITED	Treasurer	01/19/2018
CH2M HILL CONSTRUCTORS, INC.	Treasurer	12/30/2020
CH2M HILL CONSTRUCTORS INTERNATIONAL, INC.	Treasurer	01/19/2018
CH2M FACILITY SUPPORT SERVICES, LLC	Treasurer	12/30/2020
CH2M HILL E&C, INC.	Treasurer	01/19/2018
CH2M HILL GLOBAL, INC.	Treasurer	01/19/2018
CH2M HILL INTERNATIONAL ENGINEERING, INC.	Treasurer	01/19/2018
CH2M HILL INTERNATIONAL, LTD.	Treasurer	01/19/2018
CH2M HILL INTERNATIONAL SERVICES, INC.	Treasurer	01/19/2018
CH2M HILL NORTH CAROLINA, INC.	Treasurer	01/19/2018
CH2M HILL ENGINEERING, P.A.	Treasurer	04/01/2018
CH2M HILL PUERTO RICO, INC.	Treasurer	01/19/2018
Code International Assurance Ltd	Treasurer	11/15/2021
CODE II INTERNATIONAL ASSURANCE LTD.	Chair of the Board	09/20/2021
	President	06/10/2022
	Treasurer	09/20/2021
	Director	09/20/2021
Edwards and Kelcey Design Services, Inc.	Treasurer	03/23/2018
Federal Network Systems LLC	Treasurer	03/31/2021
HALCROW ENGINEERS, P.C.	Treasurer	12/01/2020
HALCROW, INC.	Treasurer	01/19/2018
HPA ENGINEERS, P.C.	Treasurer	01/19/2018
CH2M HILL IDC FACILITIES SERVICES, INC.	Treasurer	01/19/2018
IDC TAIWAN, INC.	Treasurer	01/19/2018
CH2M HILL, INC.	Treasurer	01/19/2018
Jacobs Four Ltd	Director	11/01/2017
JACOBS ENGINEERING GROUP INC. POLITICAL ACTION COMMITTEE	Treasurer	06/15/2021
Jacobs Advisers, Inc.	Treasurer	10/11/2017
Jacobs Brazil Limited Inc.	Treasurer	12/01/2017
Jacobs Consultancy Canada Inc.	Treasurer	10/01/2018
Jacobs Civil Consultants, Inc.	Treasurer	12/01/2017
Jacobs Canada Holding Company	Treasurer	01/07/2017
JE Associates, Inc.	Treasurer	12/05/2017
Jacobs Engineering Foundation	Assistant Treasurer	02/14/2017
Jacobs Engineering Group Inc.	Vice President	01/17/2019
	Treasurer	01/16/2020
Jacobs Engineering Inc.	Treasurer	01/25/2017
Jacobs Engineering New York Inc.	Treasurer	11/01/2017
JACOBS FIVE INC.	Treasurer	07/20/2021
Jacobs Government Services Company	Treasurer	04/01/2017
Jacobs Project Management Co.	Treasurer	09/28/2020
Jacobs Puerto Rico Inc.	Treasurer	11/01/2017
JACOBS SOLUTIONS INC.	Vice President	09/16/2022
	Treasurer	09/16/2022
Jacobs Telecommunications Inc.	Treasurer	12/01/2021
Jacobs Terra LLC	Treasurer	06/23/2016
Jacobs Technology Inc.	Treasurer	09/11/2020

Name	Position	Appointed
THE KEYW HOLDING CORPORATION	Treasurer	10/01/2022
THE KEYW CORPORATION	Treasurer	10/01/2022
KlingStubbins, Inc.	Treasurer	09/21/2020
KNACK WORKS INC.	Treasurer	11/19/2021
LeighFisher Canada Inc.	Treasurer	04/01/2021
LeighFisher Inc.	Treasurer	12/05/2017
LG ARCHITECTURAL SERVICES, P.A.	Treasurer	01/19/2018
LG CONSTRUCTORS, INC.	Treasurer	12/30/2020
CH2M HILL COMPANIES, LTD.	Treasurer	02/15/2018
MAINSTEM LLC	Treasurer	09/01/2022
CH2M HILL NEW YORK, INC.	Treasurer	01/19/2018
OPERATIONS MANAGEMENT INTERNATIONAL, INC.	Treasurer	11/20/2020
Payne & Keller Company, Inc.	Treasurer	09/30/2017
SOTERA DEFENSE SOLUTIONS, INC.	Treasurer	09/01/2020
Sverdrup Hydro Projects, Inc.	Treasurer	12/05/2017
Sinclair Knight Merz International Holdings LLC	Treasurer	10/01/2020
	Manager	10/01/2020
STREETLIGHT DATA, INC.	Treasurer	01/07/2022
YOLLES PARTNERSHIP INC. DBA YOLLES A CH2M HILL COMPANY	Treasurer	01/19/2018

Response to Question 6

The Jacobs organization has a talent force of more than 50,000, approximately $15 billion in revenue, and over 300 global operating entities, with approximately 100 operating entities in the United States and Canada. Jacobs provides a full spectrum of services including scientific, technical, professional, construction, and program management for business, industrial, commercial, government, and infrastructure sectors. Our corporate profile and public filings can be found at http://invest.jacobs.com/investors/default.aspx#corporate.

From time to time in the ordinary course of business, governmental entities, including federal, state, municipal and local entities, have awarded contracts to one or more of the U.S. Jacobs entities listed in the answer to Question 5.

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

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

Response to Question 7b

From time to time and in the ordinary course of its business, Jacobs Project Management Co. and / or its affiliated companies are subject to various terminations for convenience and claims and disputes, including but not limited to, arbitrations and other legal proceedings. No such termination is expected to have a materially adverse effect on the consolidated financial statements.

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

Response
The Jacobs companies listed in response to Question 5 have not in the past 5 years been the subject of a criminal investigation and/or civil anti-trust investigation. The question also asks about "any other type of investigation by any government agency, including but not limited to federal, state and local regulatory agencies while the Principal was a principal owner or officer." The term "investigation" as used in this segment of the question is very broad and not defined and is subject to interpretation.

On October 31, 2019, Jacobs Engineering Group, Inc. (the "Company") received a request from the Enforcement Division of the Securities and Exchange Commission (the "SEC") for the voluntary production of certain information and documents. The information and documents sought by the SEC primarily relate to the operations of a joint venture in Morocco which was at one time was partially-owned by a lower tier international subsidiary of the Company (and subsequently divested), including in respect of possible corrupt practices. Jacobs Engineering Group, Inc. is fully cooperated with the SEC and is producing the requested information and documents in its possession.

The joint venture in Morocco is no longer a part of the Jacobs organization and was acquired by WorleyParsons Limited in April 2019. Jacobs Engineering Group, Inc. did not expect the resolution of this matter to have a material adverse effect on the Company's business, financial condition, results of operations or cash flows. This inquiry will not have any effect on the Proposer's ability to perform services for the proposed project or in the State of New York.

In July 2022, the Company received a confirmatory letter from the SEC staff stating its investigation of this matter has been terminated and that the staff does not intend to recommend any enforcement action against the Company.

DOI Investigation
A former Jacobs employee alleged retaliatory firing following being placed on Company Convenience Leave of Absence ("CCLOA") and ultimately terminated after 90 days on CCLOA once Jacobs' contract with the USDOI ended. After following its standard process, Jacobs was not able to identify follow-on work opportunities commensurate with the former employee's position and level, which therefore necessitated his being placed on CCLOA. The USDOI awarded the former Jacobs employee back pay, related expenses and out of pocket costs. The USDOI determination was made more than five years after the end of the contract, and Jacobs did not participate in the USDOI's investigation given the significant delay. Jacobs believes that the USDOI acted outside of the statutory time period in conducting its investigation. Jacobs appealed the USDOI's determination. The appeal was denied. Please note that Jacobs was not terminated from any contract as a result of any USDOI determination, nor was there any investigation of Jacobs' actions in conducting its contract work for the USDOI. Jacobs maintains a robust Code of Conduct and Whistleblower Protection policy, and while it respects the court process and will comply with the court's order, it denies having engaged in any conduct in violation of any whistleblower protections. ***The alleged acts associated with the USDOI Investigation did not involve any of the individual(s) who will work on any Nassau County contracts.***

TVA
On December 22, 2008, a coal fly ash pond at the Kingston Power Plant of the Tennessee Valley Authority (TVA) was breached, releasing fly ash waste into the Emory River and surrounding community. In February of 2009, TVA awarded a contract to Jacobs Engineering Group Inc. (JEG) to provide project management services associated with the clean-up. All remediation and dredging were completed in August 2013 by other contractors under direct contracts with TVA. Plaintiffs were laid off at that time. Plaintiffs filed workers compensation claims in the May-June 2013 timeframe. All workers compensation claims were rejected as

unsubstantiated. The Plaintiffs, certain employees of the contractors performing the clean-up work on the project, filed lawsuits against JEG beginning in August 2013, alleging they were injured due to JEG's failure to protect the plaintiffs from exposure to fly ash and asserting related personal injuries.

There have been a several lawsuits filed, Adkisson, et al v. Jacobs Engineering Group Inc. is the primary case. This case and the related cases involve several hundred plaintiffs that have been filed against JEG by employees of the contractors. These cases are at various stages of litigation. JEG disputes the allegations in these lawsuits and is vigorously defending these matters.

After plaintiffs' attorney and 3 plaintiffs testified before the Roane County Grand Jury it recommended that an investigation be opened by the Roane County District Attorney. This investigation was in relation to the ongoing litigation filed by workers of contractors related to the breach of a coal fly ash pond at the Kingston Power Plant of the Tennessee Valley Authority.   The issue was whether JEG violated any laws with regards to a lack of protection afforded contractors' workers from the health hazard of coal ash while working on the clean-up. The grand jury after the investigation by the Roane County District Attorneys Office in conjunction with the Tennessee Bureau of Investigation returned a "no true bill". There was no finding of criminal wrongdoing and no indictments. The Roane County DA closed the mater.   There is no federal investigation and multiple federal agencies including the EPA, TVA, OSHA and USGC were intimately involved in the clean-up and provided daily oversight of JEG's program management services.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Carlin
   Date of birth: [redacted]
   Home address:
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country:

   Business Address: 1999 Bryant Street
   City: Dallas State/Province/Territory: TX Zip/Postal Code: 75201
   Country US
   Telephone: 214.583.8413

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

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

President		Treasurer	11/15/2016
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

1 File(s) uploaded: 20230613 - Principal Questionnaire Response to Question 5 (Carlin).pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Port Authority of New York & New Jersey; New York City Health and Hospitals Corporation; City of Yonkers; New York City Economic Development Corp.

1 File(s) uploaded: 20230613 - Principal Questionnaire Response to Question 6 (Carlin).pdf

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

See Attached

1 File(s) uploaded: 20230613 - Principal Questionnaire Response to Question 7b (Carlin).pdf

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

See Attached

1 File(s) uploaded: 20230613 - Principal Questionnaire Response to Question 11 (Carlin).pdf

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

Jacobs Project Management Co.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Carlin MICHAEL.CARLIN@JACOBS.COM

Treasurer

Title

06/28/2023 04:47:15 pm

Date

Response to Question 5
Michael Carlin, within the past 3 years has been an officer of the following Unites States Jacobs companies, which are affiliates of the submitting business, Jacobs Project Management Co.

Appointments Held

Name	Position	Appointed
AEROPTIC, LLC	Treasurer	07/01/2021
CH2M HILL ARCHITECTS, P.C.	Treasurer	07/01/2021
BUFFALO GROUP LLC	Treasurer	10/01/2022
BLACKLYNX INC.	Treasurer	11/19/2021
CH2M HILL CANADA LIMITED	Treasurer	01/19/2018
CH2M HILL CONSTRUCTORS, INC.	Treasurer	12/30/2020
CH2M HILL CONSTRUCTORS INTERNATIONAL, INC.	Treasurer	01/19/2018
CH2M FACILITY SUPPORT SERVICES, LLC	Treasurer	12/30/2020
CH2M HILL E&C, INC.	Treasurer	01/19/2018
CH2M HILL GLOBAL, INC.	Treasurer	01/19/2018
CH2M HILL INTERNATIONAL ENGINEERING, INC.	Treasurer	01/19/2018
CH2M HILL INTERNATIONAL, LTD.	Treasurer	01/19/2018
CH2M HILL INTERNATIONAL SERVICES, INC.	Treasurer	01/19/2018
CH2M HILL NORTH CAROLINA, INC.	Treasurer	01/19/2018
CH2M HILL ENGINEERING, P.A.	Treasurer	04/01/2018
CH2M HILL PUERTO RICO, INC.	Treasurer	01/19/2018
Code International Assurance Ltd	Treasurer	11/15/2021
CODE II INTERNATIONAL ASSURANCE LTD.	Chair of the Board	09/20/2021
	President	06/10/2022
	Treasurer	09/20/2021
	Director	09/20/2021
Edwards and Kelcey Design Services, Inc.	Treasurer	03/23/2018
Federal Network Systems LLC	Treasurer	03/31/2021
HALCROW ENGINEERS, P.C.	Treasurer	12/01/2020
HALCROW, INC.	Treasurer	01/19/2018
HPA ENGINEERS, P.C.	Treasurer	01/19/2018
CH2M HILL IDC FACILITIES SERVICES, INC.	Treasurer	01/19/2018
IDC TAIWAN, INC.	Treasurer	01/19/2018
CH2M HILL, INC.	Treasurer	01/19/2018
Jacobs Four Ltd	Director	11/01/2017
JACOBS ENGINEERING GROUP INC. POLITICAL ACTION COMMITTEE	Treasurer	06/15/2021
Jacobs Advisers, Inc.	Treasurer	10/11/2017
Jacobs Brazil Limited Inc.	Treasurer	12/01/2017
Jacobs Consultancy Canada Inc.	Treasurer	10/01/2018
Jacobs Civil Consultants, Inc.	Treasurer	12/01/2017
Jacobs Canada Holding Company	Treasurer	01/07/2017
JE Associates, Inc.	Treasurer	12/05/2017
Jacobs Engineering Foundation	Assistant Treasurer	02/14/2017
Jacobs Engineering Group Inc.	Vice President	01/17/2019
	Treasurer	01/16/2020
Jacobs Engineering Inc.	Treasurer	01/25/2017
Jacobs Engineering New York Inc.	Treasurer	11/01/2017
JACOBS FIVE INC.	Treasurer	07/20/2021
Jacobs Government Services Company	Treasurer	04/01/2017
Jacobs Project Management Co.	Treasurer	09/28/2020
Jacobs Puerto Rico Inc.	Treasurer	11/01/2017
JACOBS SOLUTIONS INC.	Vice President	09/16/2022
	Treasurer	09/16/2022
Jacobs Telecommunications Inc.	Treasurer	12/01/2021
Jacobs Terra LLC	Treasurer	06/23/2016
Jacobs Technology Inc.	Treasurer	09/11/2020

Name	Position	Appointed
THE KEYW HOLDING CORPORATION	Treasurer	10/01/2022
THE KEYW CORPORATION	Treasurer	10/01/2022
KlingStubbins, Inc.	Treasurer	09/21/2020
KNACK WORKS INC.	Treasurer	11/19/2021
LeighFisher Canada Inc.	Treasurer	04/01/2021
LeighFisher Inc.	Treasurer	12/05/2017
LG ARCHITECTURAL SERVICES, P.A.	Treasurer	01/19/2018
LG CONSTRUCTORS, INC.	Treasurer	12/30/2020
CH2M HILL COMPANIES, LTD.	Treasurer	02/15/2018
MAINSTEM LLC	Treasurer	09/01/2022
CH2M HILL NEW YORK, INC.	Treasurer	01/19/2018
OPERATIONS MANAGEMENT INTERNATIONAL, INC.	Treasurer	11/20/2020
Payne & Keller Company, Inc.	Treasurer	09/30/2017
SOTERA DEFENSE SOLUTIONS, INC.	Treasurer	09/01/2020
Sverdrup Hydro Projects, Inc.	Treasurer	12/05/2017
Sinclair Knight Merz International Holdings LLC	Treasurer	10/01/2020
	Manager	10/01/2020
STREETLIGHT DATA, INC.	Treasurer	01/07/2022
YOLLES PARTNERSHIP INC. DBA YOLLES A CH2M HILL COMPANY	Treasurer	01/19/2018

Response to Question 6

The Jacobs organization has a talent force of more than 50,000, approximately $15 billion in revenue, and over 300 global operating entities, with approximately 100 operating entities in the United States and Canada. Jacobs provides a full spectrum of services including scientific, technical, professional, construction, and program management for business, industrial, commercial, government, and infrastructure sectors. Our corporate profile and public filings can be found at http://invest.jacobs.com/investors/default.aspx#corporate.

From time to time in the ordinary course of business, governmental entities, including federal, state, municipal and local entities, have awarded contracts to one or more of the U.S. Jacobs entities listed in the answer to Question 5.

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

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

Response to Question 7b

From time to time and in the ordinary course of its business, Jacobs Project Management Co. and / or its affiliated companies are subject to various terminations for convenience and claims and disputes, including but not limited to, arbitrations and other legal proceedings. No such termination is expected to have a materially adverse effect on the consolidated financial statements.

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

Response
The Jacobs companies listed in response to Question 5 have not in the past 5 years been the subject of a criminal investigation and/or civil anti-trust investigation. The question also asks about "any other type of investigation by any government agency, including but not limited to federal, state and local regulatory agencies while the Principal was a principal owner or officer." The term "investigation" as used in this segment of the question is very broad and not defined and is subject to interpretation.

On October 31, 2019, Jacobs Engineering Group, Inc. (the "Company") received a request from the Enforcement Division of the Securities and Exchange Commission (the "SEC") for the voluntary production of certain information and documents. The information and documents sought by the SEC primarily relate to the operations of a joint venture in Morocco which was at one time was partially-owned by a lower tier international subsidiary of the Company (and subsequently divested), including in respect of possible corrupt practices. Jacobs Engineering Group, Inc. is fully cooperated with the SEC and is producing the requested information and documents in its possession.

The joint venture in Morocco is no longer a part of the Jacobs organization and was acquired by WorleyParsons Limited in April 2019. Jacobs Engineering Group, Inc. did not expect the resolution of this matter to have a material adverse effect on the Company's business, financial condition, results of operations or cash flows. This inquiry will not have any effect on the Proposer's ability to perform services for the proposed project or in the State of New York.

In July 2022, the Company received a confirmatory letter from the SEC staff stating its investigation of this matter has been terminated and that the staff does not intend to recommend any enforcement action against the Company.

DOI Investigation
A former Jacobs employee alleged retaliatory firing following being placed on Company Convenience Leave of Absence ("CCLOA") and ultimately terminated after 90 days on CCLOA once Jacobs' contract with the USDOI ended. After following its standard process, Jacobs was not able to identify follow-on work opportunities commensurate with the former employee's position and level, which therefore necessitated his being placed on CCLOA. The USDOI awarded the former Jacobs employee back pay, related expenses and out of pocket costs. The USDOI determination was made more than five years after the end of the contract, and Jacobs did not participate in the USDOI's investigation given the significant delay. Jacobs believes that the USDOI acted outside of the statutory time period in conducting its investigation. Jacobs appealed the USDOI's determination. The appeal was denied. Please note that Jacobs was not terminated from any contract as a result of any USDOI determination, nor was there any investigation of Jacobs' actions in conducting its contract work for the USDOI. Jacobs maintains a robust Code of Conduct and Whistleblower Protection policy, and while it respects the court process and will comply with the court's order, it denies having engaged in any conduct in violation of any whistleblower protections. ***The alleged acts associated with the USDOI Investigation did not involve any of the individual(s) who will work on any Nassau County contracts.***

TVA
On December 22, 2008, a coal fly ash pond at the Kingston Power Plant of the Tennessee Valley Authority (TVA) was breached, releasing fly ash waste into the Emory River and surrounding community. In February of 2009, TVA awarded a contract to Jacobs Engineering Group Inc. (JEG) to provide project management services associated with the clean-up. All remediation and dredging were completed in August 2013 by other contractors under direct contracts with TVA. Plaintiffs were laid off at that time. Plaintiffs filed workers compensation claims in the May-June 2013 timeframe. All workers compensation claims were rejected as

unsubstantiated. The Plaintiffs, certain employees of the contractors performing the clean-up work on the project, filed lawsuits against JEG beginning in August 2013, alleging they were injured due to JEG's failure to protect the plaintiffs from exposure to fly ash and asserting related personal injuries.

There have been a several lawsuits filed, Adkisson, et al v. Jacobs Engineering Group Inc. is the primary case. This case and the related cases involve several hundred plaintiffs that have been filed against JEG by employees of the contractors. These cases are at various stages of litigation. JEG disputes the allegations in these lawsuits and is vigorously defending these matters.

After plaintiffs' attorney and 3 plaintiffs testified before the Roane County Grand Jury it recommended that an investigation be opened by the Roane County District Attorney. This investigation was in relation to the ongoing litigation filed by workers of contractors related to the breach of a coal fly ash pond at the Kingston Power Plant of the Tennessee Valley Authority.   The issue was whether JEG violated any laws with regards to a lack of protection afforded contractors' workers from the health hazard of coal ash while working on the clean-up. The grand jury after the investigation by the Roane County District Attorneys Office in conjunction with the Tennessee Bureau of Investigation returned a "no true bill". There was no finding of criminal wrongdoing and no indictments. The Roane County DA closed the mater.   There is no federal investigation and multiple federal agencies including the EPA, TVA, OSHA and USGC were intimately involved in the clean-up and provided daily oversight of JEG's program management services.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Robert Bauco
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]

Business Address: One Penn Plaza 10th Floor Suite 1005
City: New York State/Province/Territory: NY Zip/Postal Code: 10119
Country US
Telephone: 646.908.6663

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/01/2021		
(Other)			

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

1 File(s) uploaded: 20230613 - RBauco PQF Response to Question 5.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

See attached

1 File(s) uploaded: 20230613 - Principal Questionnaire Response to Question 6 (Bauco).pdf

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

See attached

1 File(s) uploaded: 20230613 - Response to Question 11 (Busco).pdf

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

Jacobs Project Management Co.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Bauco ROBERT.BAUCO@JACOBS.COM

Vice President

Title

06/14/2023 01:50:24 pm

Date

Response to Question 6

The Jacobs organization has a talent force of more than 50,000, approximately $15 billion in revenue, and over 300 global operating entities, with approximately 100 operating entities in the United States and Canada. Jacobs provides a full spectrum of services including scientific, technical, professional, construction, and program management for business, industrial, commercial, government, and infrastructure sectors. Our corporate profile and public filings can be found at http://invest.jacobs.com/investors/default.aspx#corporate.

From time to time in the ordinary course of business, governmental entities, including federal, state, municipal and local entities, have awarded contracts to one or more of the U.S. Jacobs entities listed in the answer to Question 5.

Response to Question 5

Robert Bauco, within the past 3 years, has been an officer of the following United States Jacobs companies, which are affiliates of the submitting business, Jacobs Project Management Co.:

Appointments Held

Firm	Position	Appointed
Jacobs Engineering New York, Inc.	Chief Executive Officer	12/02/2020
	President	12/02/2020
	Director	12/03/2020

<u>Response to Question 11</u>

A former Jacobs employee alleged retaliatory firing followed being placed on Company Convenience Leave of Absence ("CCLOA") and ultimately terminated after 90 days on CCLOA once Jacobs' contract with the USDOI ended. After following its standard process, Jacobs was not able to identify follow-on work opportunities commensurate with the former employee's position and level, which therefore necessitated his being placed on CCLOA. The USDOI awarded the former Jacobs employee back pay, related expenses and out of pocket costs. The USDOI determination was made more that five years after the end of the contract, and Jacobs did not participate in the USDOI's investigation given the significant delay. Jacobs believes that the USDOI acted outside of the statutory time period in conducting its investigation. Jacobs appealed the USDOI's determination. The appeal was denied. Please note that Jacobs was not terminated from any contract as a result of any USDOI determination, nor was there any investigation of Jacobs' actions in conducting its contract work for the USDOI. Jacobs maintains a robust Code of Conduct and Whistleblower Protection policy, and while it respects the court process and will comply with the court's order, it denies having engaged in any conduct in violation of any whistleblower protections. ***The alleged acts associated with the USDOI Investigation did not involve any of the individual(s) who will work on any Nassau County contracts.***

Business History Form

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

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

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

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

Date: 05/01/2023

1) Proposer's Legal Name: Jacob Project Management Company13

2) Address of Place of Business: 1305 Franklin Avenue, Suite 245

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

Address: 155 North Lake Avenue
City: Pasadena State/Province/Territory: CA Zip/Postal Code: 90272
Country: US
Start Date: End Date:

Address: 1999 Bryant Street
City: Dallas State/Province/Territory: NY Zip/Postal Code: 75206
Country: US
Start Date: End Date:

Address: One Penn Plaza 10th Floor Suite 1005
City: New York State/Province/Territory: NY Zip/Postal Code: 10119
Country: US
Start Date: End Date:

3) Mailing Address (if different): ______

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

Country: ______

Phone: ______

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

4) Dun and Bradstreet number: [redacted]

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

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

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:
See attached file for a list of entities

1 File(s) uploaded: 20230412 - Response to BHF Question 7.pdf

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:
See attached file for a list of entities

1 File(s) uploaded: 20230412 - Response to BHF Question 9.pdf

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See attached

1 File(s) uploaded: 2023501 - Response to BHF Question 12 (REVISED).pdf

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See attached

1 File(s) uploaded: 20230501 - Response to BHF Question 13 (REVISED).pdf

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

See attached

1 File(s) uploaded: 20230412 - Response to BHF Question 14e (REVISED).pdf

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

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

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

To the best of our knowledge and belief Jacobs Project Management Co. does not have any material financial relationship that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. However, while Jacobs Project Management Co. is unaware of any material financial relationship that a firm employee may have that create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County, Jacobs does not maintain files or track this information.

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

To the best of our knowledge and belief Jacobs Project Management Co. does not have knowledge of any family relationship that any employee of Jacobs Project Management Co. has with any County public servant that may create a conflict of interest in acting on behalf of Nassau County. However, Jacobs Project Management Co. does not maintain records and does not have information to adequately answer the question.

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

No conflict exists

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

The managers of various lines of business within the company will verify pursuits and existing projects with each other to confirm that a conflict of interest does not exist. The Legal and Contracts Management group conduct a search of an internal database which contains information regarding proposals and contracts. This database provides information to confirm a conflict does not exist. If a conflict should arise in the future, Jacobs has proposed and created an action plan for resolution of a conflict of interest. This plan included restrictions on

employees working on certain projects from working on other specific projects, the execution of confidentiality agreements by employees and additional restrictions regarding the future pursuits, supervision of employees and exchanging information, etc..

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

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

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

i) Date of formation;

01/04/2008

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

See attached 2022 10(k) report

1 File(s) uploaded: Jacobs 2022 10(k) Report.pdf

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

See attached

1 File(s) uploaded: 20230413 - Response to BHF Question A(iii).pdf

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

60000

vi) Annual revenue of firm;

15000000000

vii) Summary of relevant accomplishments

In recognition of our ability to provide unmatched construction and program management services for clients in the NYC region, we have received Project Achievement Awards from the CMAA NY/NJ Chapter, including most recently for our efforts on a project in the Bronx for NYC DDC.

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

B. Indicate number of years in business.

15

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

Per your requirements for our Technical Proposal, we have provided client references for work that is similar in scope to that which we are proposing. We encourage NCDPW to contact each reference to verify our capability to perform on this project.

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

Company	Nassau Community College		
Contact Person	Robert Jarocki, Director, Design and Construction		
Address	One Education Drive, F Cluster, 2nd Floor		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 572-9786		
Fax #			
E-Mail Address	Robert.Jarocki@ncc.edu		

Company	Nassau County Department of Public Works		
Contact Person	Joseph Amerigo, Civil Engineer II		
Address	1194 Prospect Avenue		
City	Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 571-6804		
Fax #			
E-Mail Address	jamerigo@nassaucountyny.gov		

Company	State University Construction Fund / Stony Brook University		
Contact Person	John Fogarty, Director of Capital Planning		
Address	Campus Planning, Design and Construction Research and Support Services Suite 160 Development Drive		
City	Stony Brook	State/Province/Territory	NY
Country	US		
Telephone	(631) 632-6218		
Fax #			
E-Mail Address	John.Fogarty@stonybrook.edu		

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

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

CERTIFICATION

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

Name of submitting business: Jacobs Project Management Co.

Electronically signed and certified at the date and time indicated by:
Robert Bauco ROBERT.BAUCO@JACOBS.COM

Vice President
Title

05/01/2023 02:20:11 pm
Date

Response to Business History Form Question 12

Question 12-In the past five years, has this business and/or any of its owners and/or officers and /or any affiliated business, been subject of a criminal investigation and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. JPMCo has answered yes and uploaded responses.

TVA

Tennessee Valley Authority is disclosed in the response to questions 12 and 13 of the Business Entity Questionnaire and in response to question 11 of the Principal Questionnaires. This response is below and attached. Additionally, the matter is ongoing and there has been no finding or responsibility or liability against Jacobs. The issue of OSHA record keeping has nothing to do with Jacobs and there is no evidence that Jacobs had any involvement or connection to the OSHA record destruction issue.

On December 22, 2008, a coal fly ash pond at the Kingston Power Plant of the Tennessee Valley Authority (TVA) was breached, releasing fly ash waste into the Emory River and surrounding community. In February of 2009, TVA awarded a contract to Jacobs Engineering Group Inc. (JEG) to provide project management services associated with the clean-up. All remediation and dredging were completed in August 2013 by other contractors under direct contracts with TVA. Plaintiffs were laid off at that time. Plaintiffs filed workers compensation claims in the May-June 2013 timeframe. All workers compensation claims were rejected as unsubstantiated. The Plaintiffs, certain employees of the contractors performing the clean-up work on the project, filed lawsuits against JEG beginning in August 2013, alleging they were injured due to JEG's failure to protect the plaintiffs from exposure to fly ash and asserting related personal injuries.

There have been a several lawsuits filed, Adkisson, et al v. Jacobs Engineering Group Inc. is the primary case. This case and the related cases involve several hundred plaintiffs that have been filed against JEG by employees of the contractors. These cases are at various stages of litigation. JEG disputes the allegations in these lawsuits and is vigorously defending these matters.

DOI Investigation

A former Jacobs employee alleged retaliatory firing following being placed on Company Convenience Leave of Absence ("CCLOA") and ultimately terminated after 90 days on CCLOA once Jacobs' contract with the USDOI ended. After following its standard process, Jacobs was not able to identify follow-on work opportunities commensurate with the former employee's position and level, which therefore necessitated his being placed on CCLOA. The USDOI awarded the former Jacobs employee back pay, related expenses and out of pocket costs. The USDOI determination was made more than five years after the end of the contract, and Jacobs did not participate in the USDOI's investigation given the significant delay. Jacobs believes that the USDOI acted outside of the statutory time period in conducting its investigation. Jacobs appealed the USDOI's determination. The appeal was denied. Please note that Jacobs was not terminated from any contract as a result of any USDOI determination, nor was there any investigation of Jacobs' actions in conducting its contract work for the USDOI. Jacobs maintains a robust Code of Conduct and Whistleblower Protection policy, and while it respects the court process and will comply with the court's order, it denies having engaged in any conduct in violation of any whistleblower protections. ***The alleged acts associated with the USDOI Investigation did not involve any of the individual(s) who will work on any Nassau County contracts.***

Worley

In April 2019, Jacobs sold its ECR business to Worley Parsons and it assumed control of those operations. Jacobs, after the date of the sale, did not have any involvement in the business, with its former clients, or with its former employees. The OFCCP conducted an audit after Worley Parsons took control of the business. This audit was conducted for the period beginning seven years ago in 2016. Jacobs disputes any allegations of discrimination for the time period prior to Worley Parsons taking control of the business. However, Jacobs neither was involved in the audit, its findings or the decision by Worley Parsons to settle or negotiating the settlement, nor had the opportunity to dispute or challenge the OFCCP's findings. Jacobs continues to deny the allegations and denied the allegations as noted in the new release dated June 29, 2021.If we had the opportunity and was involved in the audit we would have disputed or challenged the allegations and defended Jacobs. Jacobs is confident that its compensation and pay practices of today, and which have continued to evolve since the period at issue in the Worley Parson's ECR business OFCCP audit, ensure our Jacobs employees are compensated fairly and equitably. Jacobs's pay equity commitments are intended to ensure pay for employees is in line with similarly situated peers and the relevant market in order to set the foundation for our overall strategies to attract and retain employees. To accomplish this, we conduct regular global pay equity reviews to identify and, if found, address pay inequities within our workforce. Such a global pay equity review is scheduled for 2023. We utilize tools and processes throughout the year to also identify potential pay inequities at a more granular level – in other words, we are constantly monitoring and not simply relying on the regular global pay equity reviews as the touch points to identify and address employee pay. We are committed to continuous improvement, and we deploy compensation practices, approaches and systems that are designed to ensure we competitively, appropriately, and equitably pay our employees. Jacobs therefore is confident that we have robust processes around our pay practices to ensure that we are vigilant around the issue, and confident that the issues identified in the Worley Parson's ECR business by the OFCCP do not have carry-over effect on Jacobs' business. If there are additional questions, our Chief Compliance Officer is available to discuss.

Response to Question 7

The Business shares office space, equipment, and expenses with the following US affiliates:

Federal ID #	Company Name	Address
[redacted]	Jacobs Civil Consultants Inc. (JCCI)	One Penn Plaza, 54th Floor Suite 5420 New York, NY 10119
	Jacobs Engineering Group Inc. (JEG) (Parent Company)	1999 Bryan Street, Suite 1200 Dallas, TX 75201
	Jacobs Engineering New York Inc. (JENY)	One Penn Plaza, 54th Floor Suite 5420 New York, NY 10119
	JE Architects/Engineers, P.C	777 Main Street Fort Worth, TX 76102
	Iffland Kavanagh Waterbury, PLLC	One Penn Plaza, 54th Floor Suite 5420 New York, NY 10119
	LeighFisher Inc.	1999 Bryan Street, Suite 1200 Dallas, TX 75201
	Jacobs Telecommunications Inc.	412 Mt. Kemble Avenue, Suite 100S Downtown Building-1st Floor Morristown, NJ 07960
	CH2M Hill New York, Inc. (a Jacobs Company) *	One Penn Plaza, 54th Floor Suite 5420 New York, NY 10119

From time to time, an entity will provide services to another entity on a project.

*** On December 15, 2017, CH2M Hill Companies Ltd. (CH2M), through an acquisition became a wholly owned subsidiary of Jacobs Engineering Group Inc. (Jacobs). Jacobs will update its certifications and representations and make disclosures as necessary.**

Response to Question 9

The Jacobs organization has a talent force of more than 60,000, approximately $15 billion in revenue, and over 300 global operating entities, with approximately 100 operating entities in the United States and Canada. Jacobs provides a full spectrum of services including scientific, technical, professional, construct and program management for business, industrial, commercial, government, and infrastructure sectors. Our corporate profile and public filings can be found at http://invest.jacobs.com/investors/default.aspx#corporate.

The parent and US affiliates of Jacobs Project Management Co., located at One Penn Plaza, 54th Floor, Suite 5420, New York, NY 10119, include the following:

Federal ID #	Company Name	Address
[redacted]	Jacobs Engineering Group Inc. (JEG) (Parent Company)	1999 Bryan Street, Suite 1200 Dallas, TX 75201
[redacted]	Jacobs Civil Consultants Inc. (JCCI)	One Penn Plaza, 54th Floor Suite 5420 New York, NY 10119
[redacted]	Jacobs Engineering New York Inc. (JENY)	One Penn Plaza, 54th Floor Suite 5420 New York, NY 10119
[redacted]	Jacobs Government Services Co.	1999 Bryan Street, Suite 1200 Dallas, TX 75201
[redacted]	Jacobs Field Service North America Inc.	5995 Rogerdale Road Houston, TX 77072
[redacted]	Jacobs Consultancy Inc.	5995 Rogerdale Road Houston, TX 77072
[redacted]	Jacobs Engineering Inc.	1999 Bryan Street, Suite 1200 Dallas, TX 75201
[redacted]	Jacobs Advisers Inc.	1999 Bryan Street, Suite 1200 Dallas, TX 75201
[redacted]	JE Professional Resources Inc.	1999 Bryan Street, Suite 1200 Dallas, TX 75201
[redacted]	Jacobs Technology Inc.	600 William Norther Blvd. Tullahoma, TN 37388
[redacted]	Jacobs Industrial Services Inc.	501 North Broadway St. Louis, MO 63102
[redacted]	CRSS International Inc.	5995 Rogerdale Road Houston, TX 77072
[redacted]	Jacobs Telecommunications Inc.	412 Mt. Kemble Avenue, Suite 100S Downtown Building-1st Floor Morristown, NJ 07960
[redacted]	Edwards and Kelcey Design Services Inc.	130 East Randolph Chicago, IL 60601
[redacted]	Jacobs Engineering Company	1999 Bryan Street, Suite 1200 Dallas, TX 75201
[redacted]	Edwards and Kelcey Partners LLP	412 Mt. Kemble Avenue, Suite 100S Downtown Building-1st Floor Morristown, NJ 07960
[redacted]	Payne & Keller Company Inc.	4949 Essen Lane Baton Rouge, LA 70809
[redacted]	Jordan Jones and Goulding, Inc.	6801 Governors Lake Parkway Norcross, GA 30071
[redacted]	LeighFisher Inc.	1999 Bryan Street, Suite 1200 Dallas, TX 75201
[redacted]	Integrated Pipeline Solutions Inc.	1999 Bryan Street, Suite 1200 Dallas, TX 75201
[redacted]	Resource Spectrum Inc.	1999 Bryan Street, Suite 1200 Dallas, TX 75201

Federal ID #	Company Name	Address
[redacted]	Iffland Kavanagh Waterbury, PLLC	One Penn Plaza, 54^{th} Floor Suite 5420 New York, NY 10119
[redacted]	CH2M Hill Companies LTD.	9191 South Jamaica Street Englewood, CO 80112

The following is a list of US affiliates and related entities that conduct business in New York or are parent companies of companies licensed to do business in New York.

Federal ID #	Company Name	Address
[redacted]	Jacobs Civil Consultants Inc. (JCCI)	One Penn Plaza, 54^{th} Floor Suite 5420 New York, NY 10119
[redacted]	Jacobs Project Management Co. (JPMCo.)	1999 Bryan Street, Suite 1200 Dallas, TX 75201
[redacted]	Jacobs Engineering Group Inc. (JEG) (Parent Company)	1999 Bryan Street, Suite 1200 Dallas, TX 75201
[redacted]	Jacobs Engineering New York Inc. (JENY)	One Penn Plaza, 54^{th} Floor Suite 5420 New York, NY 10119
[redacted]	JE Architects/Engineers, P.C	777 Main Street Fort Worth, TX 76102
[redacted]	LeighFisher Inc.	1999 Bryan Street, Suite 1200 Dallas, TX 75201
[redacted]	Jacobs Telecommunications Inc.	412 Mt. Kemble Avenue, Suite 100S Downtown Building-1^{st} Floor Morristown, NJ 07960
[redacted]	Iffland Kavanagh Waterbury, PLLC	One Penn Plaza, 54^{th} Floor Suite 5420 New York, NY 10119
[redacted]	CH2M Hill New York, Inc. (a Jacobs Company) *	22 Cortlandt Street New York, NY 10007

Jacobs Project Management Co. is submitting this proposal, but we acknowledge that there are several Jacobs entities that conduct business in New York. We are aware of the requirements regarding conflicts of interest and will adhere to those requirements during the duration of the agreement if awarded the contract.

* **On December 15, 2017, CH2M Hill LTD (CHM) through an acquisition became a wholly-owned subsidiary of Jacobs Engineering Group Inc. ("Jacobs"). Jacobs will update its certifications and make disclosures as necessary.**

<u>Response to Business History Form Question 14e</u>

Question 14e – Requests information regarding violations in the past five years of administrative, statutory or regulatory provisions of the current or former director, owner or officers or any managerial employee of the business *(JPMCo.)*:

The following matters are being disclosed for the Proposer/business, Jacobs Project Management Inc. and the Parent, Jacobs Engineering Group Inc.:

Report 0950661-Jacobs Engineering Group Inc. parent of Vendor Jacobs Project Management Co. Jacobs Engineering Group Inc. was not cited by OSHA. San Francisco Bay Area Rapid Transit District DBA as BART was cited by OSHA. The OSHA Memorandum was sent to Jacobs Engineering Group Inc and others on the project as notification of a potential hazard. This notification is listed as "other" not "other than serious."

Report #0936100-Jacobs Technology Inc. affiliate of Vendor Jacobs Project Management Co. OSHA conducted an inspection of the NASA Ames Facility Support Services (AFSS) Contract in Moffett Field, CA on May 9 & 10, 2017, based on an employee complaint regarding 10 separate alleged safety/health hazards. The allegations dealt primarily with the LOTO Program and electrical safety issues. We subsequently responded to OSHAs information request, including NFPA 70E training, PPE training and QEW training. Additional meetings were held, and a response letter and a supporting objective document was developed and submitted to OSHA.

An Informal Settlement Agreement was reached on November 20, 2017.The initial Serious Violation was changed to the classification of Other-than Serious. Initial Penalty of $9,054 was reduced to $6,338. - By entering into this agreement, the employer did not admit that it violated the cited standards for any litigation or purpose other than a subsequent proceeding under the Occupational Safety and Health Act.

Jacobs Technology Inc. – The issue was disclosed but this entity is not a current or former director, owner or officer or any managerial employee of JPMCo. This matter settled and is not yet reflected in the OSHA database.

Report #0420600-Jacobs Engineering Group Inc. parent of Vendor Jacobs Project Management Co.. A task on the project was to install a new tile floor. A Jacobs subcontractor began removing tiles from the floor. Jacobs identified possible ACM and requested the Owner to have it tested. Jacobs was not informed by the owner that the worksite contained ACM. Jacobs exercised reasonable diligence in relying on the owner's affirmative representation that the building did not contain ACM. Not only is there no presumption of ACM for buildings constructed in 1984, the year building at issue was constructed, but the owner of the building affirmatively represented to Jacobs that there was no ACM. The owner had first-hand knowledge of the construction and design of the building. In addition, the project's scope of work, as defined by the owner, did not include asbestos evaluation or abatement. Jacobs contends the owner had a good faith belief that the building did not contain ACM. The age of the building and the owner's representation that the material did not contain ACM establish that Jacobs exercised due diligence under the standard. The contractor continued with the removal of the floor tile based on the belief that the ACM test results were negative.

No employees were exposed to a serious hazard because the non-pliable mastic was not significantly disturbed, and no dust was created by the method used to remove the non-ACM floor tiles. Jacobs was not involved in the direct performance of the work and it employees were not present not otherwise exposed to any hazard related to work. The citations are being contested in court.

Report #0418800 - Operations Management International Inc. – This matter was incorrectly cited as Jacobs Engineering Group Inc., the owner of JPMCo. It is being modified to Operations Management International Inc. However, this matter has settled and is closed.

Report #0653510 -Jacobs Engineering Group Inc. – This matter is being contested.

COUNTY OF NASSAU
BUSINESS HISTORY FORM

Response to Question A(iii)

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

Jacobs Project Management Company Officers and Directors

Name	Title	Address
Progada, Robert V.	Director	[redacted]
Vadlamudi, Koti	Director	
Adkisson, Jason	Assistant Secretary	
Allen, William “Billy” B.	Vice President	
Bauco, Robert	Vice President / Authorized Signer	
Bunderson, Michael	Vice President	
Byers, Timothy	Vice President	
Callaghan, Steve	Vice President	
Carlin, Michael	Treasurer	
Chang, Julie	Vice President	
Delisle, Tina	Senior Manager Payroll	
Fischer, Gregory	Vice President	
Goff, James	Vice President	
Helsing, Jason	Senior Director Tax	
Hsu, Mike	Senior Director Tax	
Johnson, Justin	Secretary	
Laity, Michael	Senior Director Tax	
McCallister, Scott	Vice President	
Meinhart, Thomas	Senior Vice President	
Meininger, Stephen O.	Vice President	
Misterly, Grant.	Authorized Representative	

Name	Title	Address
Noble, John.	Vice President	[redacted]
Parham, John	Vice President	
Refinski, Elizabeth A.	Assistant Secretary	
Scher, Brian	Assistant Secretary	
Tilley, Dana	Vice President	

Response to Business History Form Question 13

On October 31, 2019, Jacobs Engineering Group Inc. (the" Company") received a request from the Enforcement Division of the Securities and Exchange Commission (the "SEC") for the voluntary production of certain information and documents. The information and documents sought by the SEC primarily relate to the operations of a joint venture in Morocco which was at one time was partially-owned by a lower tier international subsidiary of the Company (and subsequently divested), including in respect of possible corrupt practices. Jacobs Engineering Group Inc. is fully cooperating with the SEC and is producing the requested information and documents in its possession.

The joint venture in Morocco is no longer a part of the Jacobs organization and was acquired by WorleyParsons Limited in April 2019. Jacobs Engineering Group, Inc. does not expect the resolution of this matter to have a material adverse effect on the Company's business, financial condition, results of operations or cash flows. This inquiry will not have any effect on the Proposer's ability to perform services for the proposed project or in the State of New York.

TVA

On December 22, 2008, a coal fly ash pond at the Kingston Power Plant of the Tennessee Valley Authority (TVA) was breached, releasing fly ash waste into the Emory River and surrounding community. In February of 2009, TVA awarded a contract to Jacobs Engineering Group Inc. (JEG) to provide project management services associated with the clean-up. All remediation and dredging were completed in August 2013 by other contractors under direct contracts with TVA. Plaintiffs were laid off at that time. Plaintiffs filed workers compensation claims in the May-June 2013 timeframe. All workers compensation claims were rejected as unsubstantiated. The Plaintiffs, certain employees of the contractors performing the clean-up work on the project, filed lawsuits against JEG beginning in August 2013, alleging they were injured due to JEG's failure to protect the plaintiffs from exposure to fly ash and asserting related personal injuries.

There have been a several lawsuits filed, Adkisson, et al v. Jacobs Engineering Group Inc. is the primary case. This case and the related cases involve several hundred plaintiffs that have been filed against JEG by employees of the contractors. These cases are at various stages of litigation. JEG disputes the allegations in these lawsuits and is vigorously defending these matters.

After plaintiffs' attorney and 3 plaintiffs testified before the Roane County Grand Jury it recommended that an investigation be opened by the Roane County District Attorney. This investigation was in relation to the ongoing litigation filed by workers of contractors related to the breach of a coal fly ash pond at the Kingston Power Plant of the Tennessee Valley Authority. The issue was whether JEG violated any laws with regards to a lack of protection afforded contractors' workers from the health hazard of coal ash while working on the clean-up. The grand jury after the investigation by the Roane County District Attorneys Office in conjunction with the Tennessee Bureau of Investigation returned a "no true bill". There was no finding of criminal wrongdoing and no indictments. The Roane County DA closed the mater. There is no federal investigation and multiple federal agencies including the EPA, TVA, OSHA and USGC were intimately involved in the clean-up and provided daily oversight of JEG's program management services.

DOI Investigation

A former Jacobs employee alleged retaliatory firing following being placed on Company Convenience Leave of Absence ("CCLOA") and ultimately terminated after 90 days on CCLOA once Jacobs' contract with the USDOI ended. After following its standard process, Jacobs was not able to identify follow-on work opportunities commensurate with the former employee's position and level, which therefore necessitated his being placed on CCLOA. The USDOI awarded the former Jacobs employee back pay, related expenses and out of pocket costs. The USDOI determination was made more than five years after the end of the contract, and Jacobs did not participate in the USDOI's investigation given the significant delay. Jacobs believes that the USDOI acted outside of the statutory time period in conducting its investigation. Jacobs appealed the USDOI's determination. The appeal was denied. Please note that Jacobs was not terminated from any contract as a result of any USDOI determination, nor was there any investigation of Jacobs' actions in conducting its contract work for the USDOI. Jacobs maintains a robust Code of Conduct and Whistleblower Protection policy, and while it respects the court process and will comply with the court's order, it denies having engaged in any conduct in violation of any whistleblower protections. ***The alleged acts associated with the USDOI Investigation did not involve any of the individual(s) who will work on any Nassau County contracts.***

Worley Parsons

In April 2019, Jacobs sold its ECR business to Worley Parsons and it assumed control of those operations. Jacobs, after the date of the sale, did not have any involvement in the business, with its former clients, or with its former employees. The OFCCP conducted an audit after Worley Parsons took control of the business. This audit was conducted for the period beginning seven years ago in 2016. Jacobs disputes any allegations of discrimination for the time period prior to Worley Parsons taking control of the business. However, Jacobs neither was involved in the audit, its findings or the decision by Worley Parsons to settle or negotiating the settlement, nor had the opportunity to dispute or challenge the OFCCP's findings. Jacobs continues to deny the allegations and denied the allegations as noted in the new release dated June 29, 2021. Jacobs is confident that its compensation and pay practices of today, and which have continued to evolve since the period at issue in the Worley Parson's ECR business OFCCP audit, ensure our Jacobs employees are compensated fairly and equitably. Jacobs's pay equity commitments are intended to ensure pay for employees is in line with similarly situated peers and the relevant market in order to set the foundation for our overall strategies to attract and retain employees. To accomplish this, we conduct regular global pay equity reviews to identify and, if found, address pay inequities within our workforce. Such a global pay equity review is scheduled for 2023. We utilize tools and processes throughout the year to also identify potential pay inequities at a more granular level – in other words, we are constantly monitoring and not simply relying on the regular global pay equity reviews as the touch points to identify and address employee pay. We are committed to continuous improvement, and we deploy compensation practices, approaches and systems that are designed to ensure we competitively, appropriately, and equitably pay our employees. Jacobs therefore is confident that we have robust processes around our pay practices to ensure that we are vigilant around the issue, and confident that the issues identified in the Worley Parson's ECR business by the OFCCP do not have carry-over effect on Jacobs' business. If there are additional questions, our Chief Compliance Officer is available to discuss.

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, 2022
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 No. 1-7463

Jacobs Solutions Inc.

Delaware (State or other jurisdiction of incorporation or organization)	**95-4081636** (IRS Employer identification number)

1999 Bryan Street (Address of principal executive offices)	**Suite 1200**	**Dallas**	**Texas**	**75201** (Zip Code)

(214) 583 – 8500
(Registrant's telephone number, including area code)

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

Title of Each Class		Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock	$1 par value	J	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 15(d) of the Act. ☐ Yes ☒ No

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

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

Indicate by check-mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer 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.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

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

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

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

There were 126,332,274 shares of common stock outstanding as of November 11, 2022. The aggregate market value of the Registrant’s common equity held by non-affiliates was approximately $17.8 billion as of April 1, 2022, based upon the last reported sales price on the New York Stock Exchange on that date.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant’s definitive proxy statement to be issued in connection with its 2023 annual meeting of shareholders are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated.

JACOBS SOLUTIONS INC.
Fiscal 2022 Annual Report on Form 10-K
Table of Contents

PART I

FORWARD-LOOKING STATEMENTS

In addition to historical information, this Annual Report on Form 10-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements that do not directly relate to any historical or current fact. When used herein, words such as "expects," "anticipates," "believes," "seeks," "estimates," "plans," "intends," "future," "will," "would," "could," "can," "may," and similar words are intended to identify forward-looking statements. Examples of forward-looking statements include, but are not limited to, statements we make concerning the financial condition and results of operations and our expectations as to our future growth, prospects, financial outlook and business strategy for fiscal 2023 or future fiscal years, our expectations for the percentage of backlog we will realize as revenue in fiscal 2023, and the anticipated benefits of any acquisition or the strategic investment in PA Consulting. You should not place undue reliance on these forward-looking statements. Although such statements are based on management's current estimates and expectations and/or currently available competitive, financial, and economic data, forward-looking statements are inherently uncertain and you should not place undue reliance on such statements as actual results may differ materially. We caution the reader that there are a variety of risks, uncertainties and other factors that could cause actual results to differ materially from what is contained, projected or implied by our forward-looking statements. Such factors include our ability to execute on our three-year corporate strategy, including our ability to invest in the tools needed to implement our strategy, competition from existing and future competitors in our target markets, our ability to achieve the cost-savings and synergies contemplated by our recent acquisitions within the expected time frames or to achieve them fully and to successfully integrate acquired businesses while retaining key personnel, the impact of the COVID-19 pandemic, and any resulting economic downturn on our results, prospects and opportunities, measures or restrictions imposed by governments and health officials in response to the pandemic, the timing of the award of projects and funding under the Infrastructure Investment and Jobs Act, financial market risks that may affect the Company's funding obligations under defined benefit pension and postretirement plans, as well as general economic conditions, including inflation and the actions taken by monetary authorities in response to inflation, changes in interest rates and foreign currency exchange rates, changes in capital markets, the possibility of a recession and geopolitical events and conflicts, among others. The impact of such matters includes, but is not limited to, the possible reduction in demand for certain of our product solutions and services and the delay or abandonment of ongoing or anticipated projects due to the financial condition of our clients and suppliers or to governmental budget constraints or changes to governmental budgetary priorities; the inability of our clients to meet their payment obligations in a timely manner or at all; potential issues and risks related to a significant portion of our employees working remotely; illness, travel restrictions and other workforce disruptions that have and could continue to negatively affect our supply chain and our ability to timely and satisfactorily complete our clients' projects; difficulties associated with retaining and hiring additional employees; and the inability of governments in certain of the countries in which we operate to effectively mitigate the financial or other impacts of the COVID-19 pandemic on their economies and workforces and our operations therein. The foregoing factors and potential future developments are inherently uncertain, unpredictable and, in many cases, beyond our control. For a description of these and additional factors that may occur that could cause actual results to differ from our forward-looking statements, see Item 1A— *Risk Factors* below. We undertake no obligation to release publicly any revisions or updates to any forward-looking statements. We encourage you to read carefully the risk factors described herein and in other documents we file from time to time with the United States Securities and Exchange Commission (the "SEC").

Unless the context otherwise requires, all references herein to "Jacobs" or the "Registrant" are to Jacobs Solutions Inc. and its predecessors, and references to the "Company", "we", "us" or "our" are to Jacobs Solutions Inc. and its consolidated subsidiaries. On August 29, 2022, Jacobs Engineering Group Inc. (JEGI), the predecessor to Jacobs Solutions Inc., implemented a holding company structure, which resulted in Jacobs Solutions Inc. becoming the parent company of, and successor issuer to, JEGI. For purposes of this Annual Report, references to the "Company", "we", "us" or "our" or our management or business at any point prior to August 29, 2022 (the "Holding Company Implementation Date") refer to JEGI and its consolidated subsidiaries as the predecessor to Jacobs Solutions Inc.

Item 1. BUSINESS

At Jacobs, we're challenging today to reinvent tomorrow by solving the world's most critical problems for thriving cities, resilient environments, mission-critical outcomes, operational advancement, scientific discovery and cutting-edge manufacturing, turning abstract ideas into realities that transform the world for good. Leveraging a talent force of more than 60,000, Jacobs provides a full spectrum of professional services including consulting, technical, engineering, scientific and project delivery for the government and private sector.

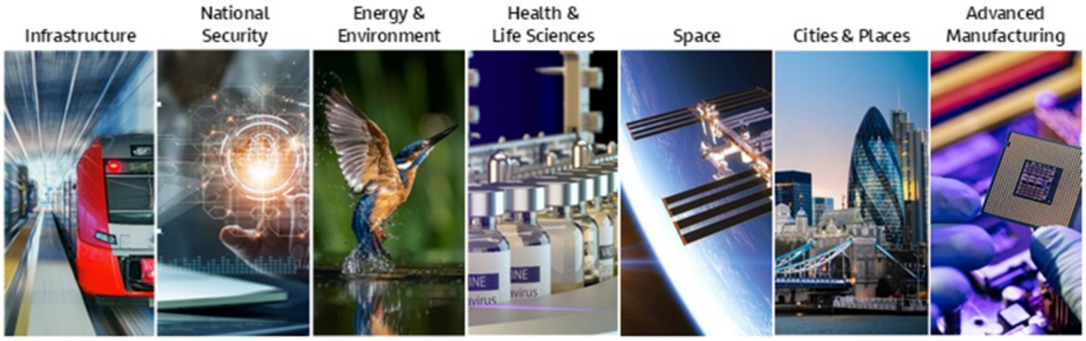
Our previous three-year corporate strategy launched at our Investor Day in February 2019 focused on innovation and continued transformation to build upon our position as the leading solutions provider for our clients. Setting the wheels in motion for our current path, this transformation included acquiring a 65% stake in PA Consulting Group Limited ("PA Consulting") in fiscal year 2021. Acquisitions of John Wood Group's nuclear business, The Buffalo Group and most recently BlackLynx and StreetLight further position us as a leader in high-value government services and technology-enabled solutions.

We are now focused on broadening our leadership in sustainable, high growth sectors. As part of our strategy, our new brand promise: Challenging today. Reinventing tomorrow. signals our transition to a global technology-forward solutions company. We began trading as "J" on the New York Stock Exchange in December 2019, and in March 2021 our Global Industry Classifications Standard code changed to Research & Consulting Services. Our Focus 2023 Transformation Office is charged with driving further innovation, delivering value-creating solutions for our clients and leveraging an integrated digital and technology strategy to improve our efficiency and effectiveness, ultimately freeing up valuable time and resources for reinvestment in our people.

In March 2022, Jacobs launched a new three-year strategy that builds on our success over the past three years and takes advantage of a new lens crafted from the incredible pace of change in the world and in our markets. Our new strategy is driven by our values and reflective of our vision of becoming a company like no other. It is based on an extensive evaluation of global trends, capabilities and markets to understand the largest opportunities, projected spend and growth rates – resulting in the identification of three growth accelerators: Climate Response, Consulting & Advisory and Data Solutions. We know we have a pivotal role to play across the entire **Climate Response** value chain – helping to mitigate global risks and build long-term resilience to benefit people and the planet. Today our clients are facing the most disruptive period ever. Through our **Consulting & Advisory** capabilities, we help them conceptualize, shape and realize their future. We also harness our **Data Solutions** to help our clients operate in a safe environment and capitalize on their data more than ever before – empowering innovation and ingenuity to unlock better outcomes.

These growth accelerators cut across the entire business, open up significant high value growth opportunities with existing and new clients and create our focus on where we intend to deploy capital over the next several years.

Our Core Markets



We believe our deep global domain knowledge in our core markets applied together with the latest advances in technology – are why customers large and small choose to partner with Jacobs. In fiscal year 2022, we operated in two lines of business: Critical Mission Solutions and People & Places Solutions, and a third business segment as a result of our majority investment in PA Consulting. As part of our new strategy, we also announced a new business unit that we will report under beginning in fiscal 2023, Divergent Solutions, which serves as the core foundation for developing and delivering innovative, next-generation cloud, cyber, data and digital technologies.

In the fourth quarter of fiscal year 2022, Jacobs Engineering Group Inc. (the predecessor parent company) created a new holding company, Jacobs Solutions Inc., which became the new parent of Jacobs Engineering Group, Inc. Jacobs Solutions Inc. more closely aligns our public identity with a global technology-forward solutions company. As a result of the transaction, the predecessor company's then-current stockholders automatically became stockholders of Jacobs Solutions Inc., on a one-for-one basis, with the same number of shares and same ownership percentage of the Company's common stock that they held in the predecessor company immediately prior to the transaction.

Challenging today. Reinventing tomorrow

Our values continue to guide our behaviors, relationships and outcomes - allowing us to act as one company and unify us worldwide when interacting with our clients, employees, communities and shareholders.

- **We do things right**. We always act with integrity – taking responsibility for our work, caring for our people and staying focused on safety and sustainability. We make investments in our clients, people and communities, so we can grow together.

- **We challenge the accepted.** We know that to create a better future, we must ask the difficult questions. We always stay curious and are not afraid to try new things.

- **We aim higher.** We do not settle – always looking beyond to raise the bar and deliver with excellence. We are committed to our clients by bringing innovative solutions that lead to profitable growth and shared success.

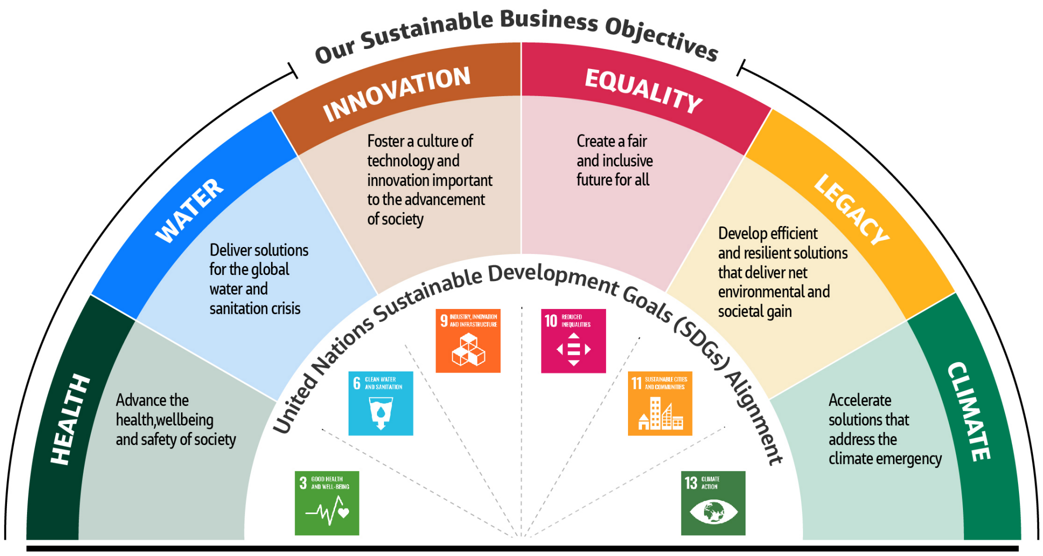
- **We live inclusion.** We put people at the heart of our business. We embrace all perspectives, collaborating to make a positive impact. Through a strong focus on inclusion, with a diverse team of visionaries, thinkers and doers, we build trust - in each other and across our company.

We do things right

From the way we operate our business, to the sustainable solutions we co-create with clients and other organizations, we look at ways to make a positive environmental, societal and economic difference for our people, businesses, governments and communities around the world.

PlanBeyond℠

PlanBeyond℠ 2.0 is our approach to integrating sustainability throughout our operations and client solutions in alignment with the United Nations' ("UN") Sustainable Development Goals ("SDGs")— planning beyond today for a more sustainable future for everyone. We identified six core SDGs that are material to our business, where we can have the most influence and impact, although we strive to contribute towards all 17 of the UN's SDGs.



Sustainability at Jacobs means developing long-term business resilience and success, and positively contributing toward the global economy, society and the environment. It is not simply about avoiding harm, but about maximizing impact and stakeholder value, and striving to deliver a positive, fair and inclusive future for all in partnership with our clients.

Leadership on Climate Response and Social Value

Jacobs has elevated Climate Response as one of three core accelerators within our fiscal year 2022 to 2024 Company Strategy – aligning positive societal impact with long-term business growth, while supporting the UN's SDG 13: Climate Action. We also established an Office of Global Climate Response and ESG, designed to deliver on our climate action commitments through innovative solutions for both our clients and stakeholders.

Our new Climate Action Plan lays out our next phase of climate mitigation and adaptation commitments, which build on the progress we have made since the release of our initial plan in 2020. Our new climate commitments include:

- Ensuring every project becomes a climate response opportunity
- Achieving Net-Zero greenhouse gas emissions across the value chain by 2040
- Maintaining carbon neutrality status in our operations and business travel and 100% low-carbon electricity for our operations

We are the first consultancy and one of the world's first companies with net-zero targets approved by the Science Based Targets initiative. Our carbon neutrality status is in line with the international standard PAS 2060. Detailed in our Carbon Neutrality Commitment, starting in 2020 and throughout fiscal year 2021, we achieved 100% low-carbon electricity and we became carbon neutral for our operations and business travel and continue to maintain these commitments.

Our ESG Disclosures Report shares our Environmental, Social and Governance (ESG) performance, reported in alignment with the Sustainability Accounting Standards Board framework. We have achieved industry leading ISS Prime Status for our ESG corporate rating – this is awarded to companies with an ESG performance above the sector-specific Prime threshold, which means that we fulfil ambitious absolute performance requirements. For the second consecutive year in 2021, Jacobs was included in the Dow Jones Sustainability North America Index, reinforcing our position as a sustainability leader among the top 20% of the largest 600 North American companies in the S&P Global Broad Market Index (BMI) based on long-term economic, environmental and social criteria. Our score for 2022 increased 8 points overall year-on-year, and our inclusion in any Dow Jones Index is pending completion of assessment by Standard and Poor's, anticipated to be released in December 2022.

Supporting the UN's SDG 10: Reduced Inequalities, we are integrating social value and equity considerations and innovations into the solutions we deliver for our clients. For example, we developed a Social Value Solutions framework that helps clients create social value and contribute to a more inclusive economy. Our partnership with Simetrica (a U.K.-based organization that specializes in social value measurement and wellbeing analysis) enables us to help clients understand how they can transform local, city and regional decision-making – identifying innovative, inclusive and ethical investments that will drive social change, spread prosperity and meet the growing challenges facing communities.

Jacobs. A world where you can

We put people at the heart of our business: we are a merit-based organization that is inclusive and diverse; we aim to continually recruit and develop the best talent.

We are building an inclusive and diverse culture to provide a solid foundation for selecting, developing and retaining the best and brightest minds at Jacobs. Our eight Jacobs Employee Networks (JENs) play a critical role in attracting new talent into our business, helping to shape our recruiting strategies, our global science, technology, engineering, arts and math (STEAM) education and engagement program, and our accessibility practices.

Conducting our Business with Integrity

Jacobs' ethics and Code of Conduct are rooted in our values and provide the standards and support to help us successfully navigate issues, make the right decisions and conduct our business with the integrity that reflects our heritage and ethical reputation. We hold our suppliers and business partners to the same standards.

Our Culture of Caring

As global challenges to our security, wellbeing and ability to operate evolve, **BeyondZero®** continues to drive a safer, more secure, healthier, and more resilient future for our Jacobs family. Aligning with the UN's SDG 3: Good Health & Wellbeing, we stay focused on managing Health, Safety and Environment (HSE) and security risks effectively and leveraging our Culture of Caring℠ to deliver the best outcomes for our people, the environment, our clients, our communities and our shareholders. And through our **Mental Health Matters program**, we empower our workforce, so they know they work in an environment where their mental health and well-being is the top priority and where everyone can "bring their best whole self to work."

Supporting our Communities

We focus on putting our values into practice. Around the world, our people craft solutions that affect the way people live; helping to improve social, environmental and economic resiliency. As part of our PlanBeyond 2.0 sustainability approach, the Collectively℠ program (our Global Giving and Volunteering program) governs and centralizes our giving strategy and budget and provides a user-friendly way for employees to donate and volunteer. In fiscal year 2022, we donated $3.2 million to 3,000+ charities across 26 countries. Our people tracked approximately 23,000 volunteer hours and completed nearly 8,000 volunteer activities.

Beyond If℠

We challenge the accepted

To us, everything we do – whether tackling water scarcity, aging infrastructure, access to life-saving therapies or sophisticated cyberattacks – is more than a job. We work every day to make the world better for all.

Supporting UN SDG 9: Industry, Innovation and Infrastructure, we foster a culture of technology and innovation to support the advancement of society. For us, innovation means creating and delivering value and **Beyond If℠** is our award-winning global innovation program instilling and sustaining our innovation culture. It represents our creativity and agility to challenge the accepted, with the domain expertise to push beyond our boundaries and deliver for today and into tomorrow. We act to turn ideas into reality and create outcomes that deliver value for our clients and society at large.

We aim higher

We take on some of the world's biggest challenges, bringing a different way of thinking to everything we do, challenging the status quo and questioning what others might accept. We craft solutions that affect the way people live. From vital environmental cleanup efforts, helping communities adapt and thrive to retrofitting vaccine facilities to protect public health, we solve for better, never losing sight of our responsibility to each other.

The table below highlights key focus areas where we combine our deep domain knowledge with advances in technology to deliver solutions to solve our customer's most complex challenges.

BeyondExcellence

BeyondExcellence℠ is our global approach to quality, performance excellence, continual improvement and recognizing those who set the new standard through our awards program. Our BeyondExcellence Awards celebrate those who raise the bar and deliver the extraordinary with excellence. With a core set of processes in place, BeyondExcellence gives us a framework to deliver value on our projects through good governance, assurance and improvement.

TogetherBeyond℠

We live inclusion

At Jacobs, we understand that inclusion means going beyond statements, commitments and initiatives to take tangible action that drives meaningful, measurable change both in our company and in the communities that we serve. It means creating a workplace where our differences are harnessed to bring the innovative, extraordinary solutions to life that our clients demand from us. It means creating a culture of belonging where everyone can thrive — a culture that we call **TogetherBeyond℠**. We also recognize that our Inclusion & Diversity (I&D) and holistic wellbeing efforts really make up the "S" in ESG — the social value and equity considerations for our people as well as the communities we serve.

Our eight JENs promote inclusion and equality, not only within Jacobs but with our clients, potential recruits and within the communities that we serve. The JENs are employee-led and organized, partnering with leadership to shape an inclusive organization and ensure everyone feels that they belong.

ACE Strength in our differences.	Providing information, resources, and networking opportunities regarding physical, mobility and cognitive disabilities to disabled staff and to staff who provide caregiving services.
Careers Network Explore. Navigate. Inspire.	Empowering our employees across all career stages to maximize their potential and make Jacobs the industry leader and workplace of choice.
Enlace Linking our Latino community.	"Link" in Spanish — Leveraging the company's unique and vibrant Latino talent contributing to our company's growth profitable strategy, attracting and retaining Latinos, while fostering leadership, community involvement, diversity and cultural pride.
Harambee Black. Engaged. Empowered.	"Working together" in Swahili — Positively impacting the black employee experience through recruitment, development, and retention of black talent.
OneWorld One planet, many cultures.	Providing an inclusive environment that actively nurtures and supports our diverse employees and clients across all ethnicities and cultures.
Prism Bring your whole self to work.	Creating an environment where LGBTQI+ employees feel able and empowered to bring their whole self to work.
VetNet Supporting our armed forces communities.	Advocating for veterans and current military reserve members, including support for transitioning veterans.
Women's Network Working together for gender inclusion.	Accelerating a cultural shift by empowering women and promoting gender equality.

Supporting the UN's SDG 10: Reduced Inequalities, our global Action Plan for Advancing Justice and Equality sets out actionable initiatives and measurable objectives to address racial inequalities both within Jacobs and in communities across the world. The plan is about achieving true equality for all our employees current and future, with a focus on empowering our Black employees to advance and achieve at Jacobs. It's about doing our part as a global leader to educate and change the culture in our communities — reaching future talent early to highlight and celebrate their potential.

We maintain agile and disciplined capital deployment

M&A and Divestitures

Consistent with our profitable growth strategy, Jacobs pursues acquisitions, divestitures, strategic investments and other transactions to maximize long-term value by continuing to reshape its portfolio to higher value solutions and accelerating its profitable growth strategy. The Company has made the following acquisitions, strategic investments and divestitures:

- On February 4, 2022, Jacobs acquired StreetLight Data, Inc. ("StreetLight"). StreetLight is a pioneer of mobility analytics who uses its data and machine learning resources to shed light on mobility and enable users to solve complex transportation problems.
- On November 19, 2021, Jacobs acquired BlackLynx, Inc. ("BlackLynx"), a provider of high-performance software, to complement Jacobs' portfolio of cyber, intelligence and digital solutions.
- On March 2, 2021, Jacobs completed the strategic investment of a 65% interest in PA Consulting, a UK-based leading innovation and transformation consulting firm.
- On November 24, 2020, Jacobs completed the acquisition of Buffalo Group, a leader in advanced cyber and intelligence solutions.
- On March 6, 2020, Jacobs acquired the nuclear consulting, remediation and program management business of John Wood Group, a U.K.-based energy services company.
- On June 12, 2019, Jacobs acquired The KeyW Holding Corporation (“KeyW”), a U.S.-based national security technology solutions provider to the intelligence, cyber, and counterterrorism communities.
- On April 26, 2019, Jacobs completed the sale of its Energy, Chemicals and Resources ("ECR") business to Worley Limited, a company incorporated in Australia ("Worley"). ECR provided engineering and construction services mainly for energy, chemicals and resources sectors. With the sale of ECR, the Company exited direct hire construction and fixed price lump sum energy-related construction.
- On December 15, 2017, Jacobs acquired CH2M, a provider of consulting and other services in the water, environmental, transportation and nuclear remediation sectors.

Share Repurchases

During fiscal 2022, the Company repurchased $281.9 million in shares.

Shareholder Dividends

During fiscal 2022, the Company paid dividends of $0.21 per share in the first quarter and $0.23 per share in the second, third and fourth quarters.

Impact of COVID-19 on Our Business

The COVID-19 pandemic did not have a material impact on our business in fiscal 2022. However, we continue to actively monitor the situation and may take further actions that alter our business operations as may be necessary or appropriate for the health and safety of employees, contractors, customers, suppliers or others or as required by international, federal, state or local authorities.

Based on current estimates, we do not expect any further material business disruptions related to COVID-19 in fiscal 2023.

Looking forward, we continue to embrace and rethink how we will work differently - honing our capabilities to help our clients, innovate and implement. Our reimagined solutions drive resilient outcomes now as the world changes and we face other unprecedented challenges.

For a discussion of risks and uncertainties related to the challenges associated with the effects of disease outbreaks, including COVID-19, and the potential impacts on our business, financial condition and results of operations, see Item 1A - *Risk Factors*.

Lines of Business

The services we provided to our markets in fiscal year 2022 fall into the following lines of business (LOB): Critical Mission Solutions (CMS) and People & Places Solutions (P&PS), and a majority investment in PA Consulting (PA), which are also the Company's reportable segments. As part of the new Company strategy, starting in fiscal year 2023 Jacobs is forming a new enabling platform, Divergent Solutions (DVS), which further strengthens our ability to drive value for our clients. DVS supports both LOBs as the core foundation for developing and delivering innovative, next-generation cloud, cyber, data and digital technologies.

For additional information regarding our segments, including information about our financial results by segment and financial results by geography, see Note 20 - *Segment Information* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K.

Critical Mission Solutions (CMS)

In fiscal year 2022, our Critical Mission Solutions line of business provided a full spectrum of cyber, data analytics, systems and software application integration services and consulting; enterprise level IT operations and maintenance and mission IT services; engineering and design; software development, testing and mission integration; enterprise operations and maintenance; program management; research, development, test and evaluation services; specialized training and mission operations; environmental remediation; and other highly technical consulting solutions to government agencies as well as commercial customers in the domestic U.S. and international markets. Our representative clients include the U.S. Department of Defense (DoD), the Combatant Commands, the U.S. Intelligence Community, NASA, the U.S. Department of Energy (DoE), the U.K. Ministry of Defence, the U.K. Nuclear Decommissioning Authority (NDA), and the Australian Department of Defence, as well as private sector customers mainly in the aerospace, automotive, energy and telecom sectors.

Serving mission-critical sectors

In fiscal year 2022, CMS served broad sectors, including U.S. Government Services, Cyber, Nuclear Energy, Commercial and International sectors.

The U.S. Government is the world's largest buyer of technical services, and in fiscal 2022, approximately 73% of CMS's revenue was earned from serving the DoD, Intelligence Community, DoE and other U.S. Federal Civilian governmental entities.

Trends affecting our government clients include an evolving external threat environment including information and cyber warfare; digital transformation and IT modernization; national security and defense infrastructure modernization; space exploration and domain dominance; intelligent asset management to improve capability and extend the life of aging facilities; research and development of nuclear fission and fusion energy technologies and solutions to accelerate the global green energy transition; and decommissioning and remediation of legacy nuclear sites, all of which are driving demand for our highly technical solutions.

We are also witnessing an increase in the capabilities of unmanned aircraft and hypersonic weapons, which is impacting both offensive and defensive spending priorities among our clients and is a driver for next generation solutions such as C5ISR (command, control, communications, computer, combat systems, intelligence, surveillance and reconnaissance) and advanced aeronautical and aerothermal testing, respectively. We are also seeing an increase in space exploration initiatives both from the U.S. government, such as NASA's Artemis program to return to the moon in 2024, as well as the commercial sector.

Within nuclear energy and as part of our Climate Response, our customers have decades-long initiatives to manage and upgrade existing energy infrastructure, construct new nuclear power plants as well as small and advanced modular reactors, and decommission and remediate end-of-life assets. Our customers also manage critical nuclear facilities supporting national security objectives.

Our international customers, which accounted for 18% of fiscal 2022 revenue, have also increased demand for our IT and advanced infrastructure solutions and nuclear energy capabilities, and the U.K. Ministry of Defence continues to focus on accelerating its strategic innovative and technology focused initiatives.

Leveraging our base market of offering valued technical services to U.S. government customers, CMS also serves commercial markets. In fiscal 2022, approximately 9% of CMS's revenue was from various U.S. commercial sectors, including the telecommunications sector, which anticipates a large cellular infrastructure build-out from 4G to 5G technology. And like our government facility-based clients, our commercial manufacturing clients are seeking ways to improve capabilities, reduce maintenance costs and optimize their facilities with network connected facilities and equipment, which we refer to as Intelligent Asset Management. Many clients in the commercial aerospace and automotive sectors also look to CMS for advanced research and development systems and facilities that enable advanced product development.

People & Places Solutions (P&PS)

In fiscal 2022, Jacobs' People & Places Solutions line of business provided end-to-end solutions for our clients' most complex challenges including solutions related to climate change, energy transition, connected mobility, integrated water management, smart cities and vaccine manufacturing. In doing so, we combine deep market-based expertise in each of our chosen sectors - Transportation, Water, Cities & Places, Environmental, Energy & Power, Health & Life Sciences and Advanced Manufacturing.

Our core skills revolve around consulting, planning, science, architecture, design and engineering, as well as infrastructure delivery services and long-term operation of facilities. Solutions may be delivered as standalone professional service engagements, comprehensive program management partnerships, and selective progressive design-build and construction management at-risk delivery services in targeted markets. Increasingly, we are leveraging our data science and technology-enabled expertise with our core skills to deliver positive and enduring outcomes for the clients and communities we serve.

Our clients include national, state and local government in the U.S., Europe, U.K., Middle East, Australia, New Zealand and Asia, as well as multinational and local private sector clients throughout the world.

Serving broad industry sectors that support people and places

Infrastructure modernization; climate action; urbanization; water, food and energy security; strengthening global supply chains and pandemic preparedness; ESG; and digital transformation are driving new challenges and opportunities for our clients. These drivers are highlighting the need for holistic, integrated solutions that draw on our significant domain knowledge across our chosen markets. For example, an airport is now a smart city with extensive operational, cybersecurity, sustainability and autonomous mobility requirements. City master planning now requires advanced analytics to plan for climate adaptation, just and equitable inclusion, and next-generation mobility services. The future of major utilities (water, power/energy, telecommunications) has become highly technology-enabled, leveraging use of digital twins, predictive analytics and smart metering technology to maximize services in the most carbon and commercially efficient manner while protecting the natural environment and the security of supply.

This increase in technology-enabled solutions is a key factor in our growth strategy - both organic and through our recent acquisitions and strategic investments. Our business model is evolving to include proprietary software and analytics to solve modern challenges. A key example of this is in the Transportation sector with the recent acquisition of StreetLight.

The combination of these attributes results in a significant effort to modernize infrastructure around the globe. Key examples include advising transit agencies as they decarbonize vehicle fleets, including the electrification of New York City's bus fleet - the largest in North America. We design and deliver battery and vehicle manufacturing facilities for private clients across North America and Europe. In the Energy & Power space, we are supporting the buildout of enabling infrastructure supporting the development of offshore wind assets, especially in the northeast United States. Our knowledge in the environmental, water and wastewater, solid waste, aviation and infrastructure markets has made us a top-ranked environmental consultant and we have supported clients with PFAS assessment and remediation at thousands of sites. Finally, we have long-standing partnerships with the world's leading life sciences firms, designing and delivering advanced facilities that manufacture critical life-changing vaccines and therapies.

A strong foundation of innovative solutions, a culture of sustainability and inclusion, a focus on climate response and resilience, and an expansive consulting and advisory mindset are woven into every project we deliver for the benefit of people and places in the communities we serve.

PA Consulting

Jacobs holds a 65% stake in PA Consulting, the consultancy that is Bringing Ingenuity to Life. Its diverse teams of experts combine innovative thinking and breakthrough technologies to progress further, faster. PA's clients adapt and transform and together they achieve enduring results. PA Consulting's roughly 4,000 employees work across seven sectors: consumer and manufacturing, defense and security, energy and utilities, financial services, government, health and life sciences, and transport. PA Consulting's people are strategists, innovators, designers, consultants, digital experts, scientists, engineers and technologists. The team operates globally from offices across the U.K., Ireland, U.S., Nordics and Netherlands.

PA Consulting offers end-to-end innovation, accelerating new growth ideas from concept, through design, development, and to commercial success, and revitalizing organizations, building the leadership, culture, systems and processes to make innovation a reality. PA Consulting has a diverse mix of private and public sector clients, from global household names to start-ups, to national and local public services.

Jacobs and PA Consulting recognize that unprecedented changes in society and technology are creating new opportunities to make a positive impact, and together, the companies are supporting clients to address five key trends: product and service innovation; the future of work; sustainability and climate change; the quest to lead healthier lives; and the challenges of keeping people (and the organizations they work for) safe. PA Consulting's distinct brand, market positioning and competitive differentiation positions the company well to help clients respond and seize new opportunities.

In the last year, PA Consulting supported the launch of a new Electric Vehicle Infrastructure Fund to drive the roll-out of electric vehicle charging infrastructure in the U.K.; accelerated a new digital customer experience for the international sandwich and coffee chain Pret a Manger; innovated cell and gene therapy manufacturing with Ori Biotech in the US; designed a growth strategy for Green Boom, a US-based start-up that has developed a patent-pending and sustainable way to help prevent, reduce, and clean up oil spills; built and operated a Next Generation Digital Platform for the American College of Emergency Physicians; and digitized the customer experience at Trafikverket, the Swedish Transport Authority. PA Consulting also continued its work with the U.K. government leading the sourcing and distribution of COVID-19 vaccines.

Energy, Chemicals and Resources

ECR Disposition

On April 26, 2019, Jacobs completed the sale of its ECR business to Worley for a purchase price of $3.4 billion consisting of (i) $2.8 billion in cash plus (ii) 58.2 million ordinary shares of Worley, subject to adjustments for changes in working capital and certain other items (the ECR sale).

As a result of the ECR sale, substantially all ECR-related assets and liabilities were sold (the "Disposal Group") and it was determined that the Disposal Group should be reported as discontinued operations in accordance with ASC 210-05, *Discontinued Operations* because their disposal represented a strategic shift that had a major effect on our operations and financial results. As such, the financial results of the ECR business are reflected in our Consolidated Statements of Earnings as discontinued operations for all periods presented. For further discussion, see Note 16- *Sale of Energy, Chemicals and Resources ("ECR") Business* to the consolidated financial statements.

Significant Customers

The following table sets forth the percentage of total revenues earned directly or indirectly from agencies of the U.S. federal government for each of the last three fiscal years:

2022	2021	2020
31%	33%	33%

Given the percentage of total revenue derived directly from the U.S. federal government, the loss of U.S. federal government agencies as customers could have a material adverse effect on the Company. In addition, any or all of our government contracts could be terminated, we could be suspended or debarred from all government contract work, or payment of our costs could be disallowed. Approximately 84% of revenue derived directly from the U.S. federal government is in the CMS segment. For more information on risks relating to our government contracts, see Item 1A - *Risk Factors.*

Contracts

While there is considerable variation in the pricing provisions of the contracts we undertake, our contracts generally fall into two broad categories: cost-reimbursable and fixed-price. The following table sets forth the percentages of total revenues represented by these types of contracts for each of the last three fiscal years:

	2022	2021	2020
Cost-reimbursable	74%	76%	76%
Fixed-price, limited risk	21%	18%	17%
Fixed-price, at risk	5%	6%	7%

In accordance with industry practice, most of our contracts (including those with the U.S. federal government) are subject to termination at the discretion of the client, which is discussed in greater detail in *Item 1A - Risk Factors*. In such situations, our contracts typically provide for reimbursement of costs incurred and payment of fees earned through the date of termination.

Cost-Reimbursable Contracts

Cost-reimbursable contracts generally provide for reimbursement of costs incurred plus an amount of profit. The profit element may be in the form of a simple mark-up applied to the labor costs incurred or it may be in the form of a fee, or a combination of a mark-up and a fee. The fee element can also take several forms. The fee may be a fixed amount; it may be an amount based on a percentage of the costs incurred; or it may be an incentive fee based on targets, milestones, or performance factors defined in the contract.

Fixed-Price Contracts

Fixed-price contracts include both “lump sum bid” contracts and “negotiated fixed-price” contracts. Under lump sum bid contracts, we typically bid against competitors based on client-furnished specifications. This type of pricing presents certain inherent risks, including the possibility of ambiguities in the specifications received, problems with new technologies, and economic and other changes that may occur over the contract period. Additionally, it is not unusual for lump sum bid contracts to lead to an adversarial relationship with clients, which is contrary to our relationship-based business model. Accordingly, lump sum bid contracts are not our preferred form of contract. In contrast, under a negotiated fixed-price contract, we are selected as the contractor first and then we negotiate a price with our client. Negotiated fixed-price contracts frequently exist in single-responsibility arrangements where we perform some portion of the work before negotiating the total price of the project. Thus, although both types of contracts involve a firm price for the client, the lump sum bid contract provides the greater degree of risk to us in our services contracts as well as construction. However, because of economies that may be realized during the contract term, both negotiated fixed-price and lump sum bid contracts may offer greater profit potential than other types of contracts. The Company carefully manages the risk inherent in these types of contracts. In recent years, most of our fixed-price work has been either negotiated fixed-price contracts or lump sum bid contracts for design and/or project services, rather than turnkey construction.

Competition

We compete with a large number of companies across the world including technology consulting, federal IT services, aerospace, defense and engineering firms. Typically, no single company or companies dominate the markets in which we provide services and in many cases we partner with our competitors or other companies to jointly pursue projects. AECOM, Booz Allen, CACI, KBR, Leidos, ManTech, Parsons, SAIC, Tetra Tech, WSP, General Dynamics, Northrop Grumman, Accenture, Altair, Stantec, Montrose, Capgemini, Cognizant, DXC Technology, Fluor, 3LHarris, EPAM Systems, Globant, Endava, Exponent, IBM, Infosys, Deloitte, KPMG, PwC, Perficient, Procure, ICF International, TTEC and Huron are some of our competitors. We compete based on the following factors, among others: technical capabilities, reputation for quality, price of services, safety record, availability of qualified personnel, and ability to timely perform work and contract terms.

Our People

At Jacobs, our people are the heart of our business. With our culture of caring and inclusion as our foundation, we celebrate the differences that drive our collective strength and encourage our employees that there is no limit to who they can be and what we can achieve. Together, we deliver extraordinary solutions for a better tomorrow and live by our employee value statement: "Jacobs. A world where you can."

We know that our people are key to the successful delivery of our bold new strategy. The foundation we built and the culture we fostered give us a strong platform to launch the next step in our journey. Our new strategy further connects our people to our purpose and helps us continue to evolve our culture to support, empower and enable our talent to thrive. We launched the strategy with our employees globally through a robust rollout plan so that everyone could engage, understand and align to the strategy. Through a series of town halls, interactive discussion panels, regional and team strategy workshops, supported by extensive resources and other communications, employees were able to connect their role and the part they play in the overall strategy.

One essential ingredient that will help us deliver our new strategy is trust. Having trust is important to our culture at Jacobs and to our value, ‘We live inclusion.’ So, we revised our inclusion value to reinforce the idea of building trust – in each other and across the company. It reinforces our emphasis on trust in a highly visible way. Trust enables us to collaborate more seamlessly, work with greater flexibility and agility, and innovate more easily to deliver more effective client solutions and results.

Attracting, Engaging and Developing our Workforce

As of September 30, 2022, we had a workforce of approximately 60,000 people worldwide, including a contingent workforce of approximately 3,300 people. This represents an increase of 7% in our total workforce year-over-year primarily as a result of continued growth in our People & Places Solutions Line of Business. The breakdown of our employees by region is as follows:

Region	Percentage of Global Workforce(1)
Americas	58 %
Europe (including U.K)	24 %
Asia Pacific (including India)	15 %
Middle East and Africa	3 %

(1) Excludes contingent workforce

The success of Jacobs is dependent on our ability to hire, retain, engage and leverage highly qualified employees, across the full spectrum of technical, professional, scientific and consulting disciplines.

We put the spotlight on ensuring that Jacobs is a merit-based organization that is inclusive and diverse; we are building an inclusive culture where all employees feel they belong. Our culture is the foundation for selecting, developing and retaining the best and brightest minds at Jacobs. With a unique network membership of nearly 18,000 people in our eight Jacobs Employee Networks and close to 13,000 in a Community of Practice, our people play a critical role in attracting new talent into our business, helping to shape our recruiting strategies and policies, our science, technology, engineering, arts and math (STEAM) programs, and our accessibility practices. In fiscal 2022, more than 2,600 graduates, interns and apprentices were welcomed to our global team. Our new Navigator program plays an important role in helping people find their place at Jacobs. Employees share their knowledge and experience by becoming a Navigator, the go-to partner for questions in our new employees’ first month on the job. Jacobs was selected for the 2022 WayUp Top 100 Internship Programs List, which considers factors such as how our program is helping interns build a professional community and grow in their careers, to its commitment to advancing inclusion, diversity and equity.

Since the first Jacobs employee survey in 2015, we have tracked employee feedback at a global level and have built on this engagement. In fiscal year 2022, our people provided feedback in our confidential culture survey that explored cultural alignment and engagement. Results were overwhelmingly positive, with the majority of respondents feeling connected to our values, inspired by our culture of integrity, safety, and inclusion — and proud to be part of Jacobs. To continually evaluate progress in the strategic priority areas and identify new opportunities for growth, we are conducting smaller, periodic pulse surveys with employees. The first was deployed in January 2022 and showed that many employees feel comfortable being their unique selves at work, they see the benefits of an increasingly diverse leadership team and feel they can succeed regardless of their backgrounds, they have the flexibility and autonomy to successfully thrive in a hybrid work environment, and they see teamwork as a real strength at Jacobs.

Our unique employee experience platform – e3: engage. excel. elevate. – is not just a system but a mindset for developing our employees through continuous feedback and celebrations, aligning priorities, learning new skills and upskilling knowledge. As of October 13, 2022, 93.5% of our employees who were required to do so have participated in their current annual conversation about their priorities and accomplishments. In fiscal year 2022, our e3 learning platform provided over 26,000 training programs to employees globally. We accelerated talent development in creating sustainable solutions through, for example, the Climate Solutions Accelerator online course (developed in partnership with the Royal Scottish Geographic Society) offered to all employees to help them understand the role they can play in climate change action and continue to develop the critical green skills and solutions needed for our continually evolving world.

In addition, 555 of our Jacobs leaders have engaged with Amplifi3, a program with top-notch educators, to strengthen inspirational leadership and development of inclusive, innovative teams to enhance strategy engagement and execution across our global organization. This past year we also offered the CEO Leadership Roundtable where 7,800 of Jacobs' people leaders were invited to a series of four programs led by Chair and CEO Steve Demetriou. They engaged on topics such as Jacobs' leadership philosophy and values; delivering on our strategy and empowering our people; and creating meaningful leadership relationships with teams. In addition, certain employees, who were nominated by their managers, also participated in our Accelerated Development program.

At Jacobs, we have implemented a Talent Steering Committee made up of senior leaders focused on key talent decisions and ongoing leadership development. We initiated a Culture and People Steering Committee with over 40 employees from around the globe to provide input on our talent strategies and to provide a sense check on our various programs.

Our JENs offer mentoring programs that connect members with leaders who understand the unique challenges of their journeys and provide insight and guidance for those looking to elevate their careers. Our Board of Directors is also engaged with our JENs and leadership programs, participating in panel discussions and mentoring events within the Company, and at industry events.

Focus on Inclusion and Diversity

At Jacobs we have a powerful focus on inclusion, with a diverse team of visionaries, thinkers and doers. We embrace all perspectives, collaborating to make a positive impact. Joining, belonging and thriving are Jacobs' key elements in retaining talent and developing a culture where people want to stay – and a place where you can bring your best, whole self to work.

TogetherBeyond℠ is our approach to living inclusion every day and enabling diversity and equity globally – it is not just about numbers and statistics, but about every one of our people and the collective strength we take from their unique perspectives and ambitions.

Our I&D objectives continue to evolve and are integral to our new strategy which recognizes that by valuing our people and their unique perspectives, we unleash empowerment, innovation and inspiration.

Operationalizing TogetherBeyond is supported by the strength of tangible leadership commitment and accountability at Jacobs. At fiscal year-end 2022, our Board's independent directors were 56% diverse (race and gender), and our Executive Leadership Team was 64% diverse, based on self-reported data.

Having a culture of belonging where everyone can join in and thrive allows us to recruit and retain the best global talent and drive innovative solutions for our business, clients and communities. Through TogetherBeyond, we tackle topics that are important to our employees such as equality, conscious inclusion and allyship. While providing training and resources to our people is important, equally effective are the regular authentic and courageous conversations our grassroots employee networks are creating around these topics.

We hold all leaders accountable to making sure that broad-based-diversity is reflected in their own teams, using data analytics to measure our progress with the same rigor and transparency as our financial performance metrics. We set an objective in 2022 for all our people leaders to have a TogetherBeyond goal and commit to meaningful and measurable inclusion and diversity (I&D) actions. We ask our Senior Vice Presidents and above to annually sign our I&D commitment statement. All-inclusive behaviors are now a key formal component of all our leaders' performance and compensation reviews, and all leaders at Vice President level and above are encouraged to mentor two or more junior members of staff, at least one of whom must have lived a different experience from themselves (i.e. on the basis of ethnicity, gender, race, geography, disability, sexuality, gender identity or veteran status). This framework supports the UN's SDG 10: Reduced Inequalities and our two essential I&D priorities: Global Action Plan for Advancing Justice and Equality and our aspirational 40:40:20 goal (40% men, 40% women and 20% any gender) — and ensures that we are propelling a new generation of diverse visionary thinkers throughout our company. Our "Be Seen @ Jacobs" data disclosure campaign allows employees around the globe to confidentially and voluntarily report the demographic data they want to report. We anticipate that this will help us enhance our data reporting, giving us a holistic overview of where our diverse talent sits in the business and the ability to identify and address any pay gaps or inequities that may exist.

As of September 30, 2022, our U.S. employees had the following race and ethnicity demographics based on self-reported data:

	September 30, 2022 All U.S. Employees (1)
White	68.7 %
Hispanic / Latin	9.3 %
Black	8.1 %
Asian	7.7 %
Multiracial	2.7 %
American Indian or Alaska Native	0.5 %
Native Hawaiian / Other Pacific Islander	0.4 %
Not provided	2.6 %

(1) Includes U.S. employee population only (excludes contingent and craft employees)

Our focus on creating equal opportunities within Jacobs, including historically underrepresented groups, continues to increase as we deliver on the promises laid out in our Global Action Plan for Advancing Justice and Equality (the "Action Plan") launched in fiscal year 2020.

In the Action Plan, we committed to investing $10 million over five years to support STEAM programs in Black communities, increase our support of diverse suppliers, and strengthen our commitment to developing and hiring the best diverse talent. In fiscal year 2022, we invested more than $0.9 million towards this commitment. We launched the Jacobs Equity and Advancement Program, a scholarship program and student engagement plan that provides monetary supplement to Black STEAM education, and also provides opportunities for research, mentorship, and continued STEAM outreach by Jacobs professionals. Examples include a partnership with SEED LA's new campus in South Los Angeles, scholarships for outstanding Black students at the University of Connecticut and with the Cowrie Scholarship Foundation in the U.K., and a Tier 1 partnership with Howard University where Jacobs is renovating a computer lab and creating five scholarships.

Another key success story driven by the Action Plan is our ongoing commitment to supplier diversity, part of the Action Plan's goal to "contribute to structural change in the broader society". We are focusing on intentionally working with minority and veteran-owned small or disadvantaged businesses across the globe, and are working on quantifying diverse supplier spend.

Our Jacobs Employee Networks continue to lead STEAM outreach efforts in the communities that we serve and are working to bring a new generation of diverse visionaries from underrepresented and underserved groups into the industry.

As of September 30, 2022, our global employees had the following gender demographics based on self-reported data:

	September 30, 2022(1)	
	Women	Men
All employees	30.5%	69.5%

(1) Excludes contingent workforce and craft employees

Total U.S. diversity (ethnicity & female) was 48.2% (excludes contingent workers and craft employees). In partnership with our Women's Network, we deliver various workforce diversity initiatives to elevate the value of women in the workplace, while fostering the next generation of professional women. Over the past two years, strategic efforts have included tools and resources to support gender-balanced interview teams, flexible working arrangements, improved caregiver leave, a resource that helps employees navigate different pathways to parenthood, and "Bridge the Gap", a program that actively supports parents returning to work. We are in constant communication with our employees about their healthcare needs. Following the overturning of Roe v. Wade, we held multiple listening sessions to learn what is important to employees from many aspects. We identified a broad array of support options and work with our healthcare providers to ensure all employees have access to medical care for their unique situations.

In fiscal year 2022, we were named one of The Times Top 50 Employers for Women 2021, the U.K.'s most highly profiled and well-established listing of employers striving for gender equality in the workplace.

In fiscal year 2022, our U.S. university hiring demographics show hires of 41% female, 57% male, and 2% undisclosed or non-binary gender, as well as 42.5% ethnically diverse employees. Overall U.S. hiring at Jacobs is at 36% for ethnically diverse employees (excludes contingent workers and craft employees) in 2022.

We supported our Prism network to ensure that our LGBTQ+ family is fully included by continuing to establish gender-neutral restrooms, train HR specialists on transgender guidelines and review healthcare plans to ensure they are inclusive. In fiscal 2022, we were named the WGEA Employer of Choice for Gender Equality in Australia and Best Place to Work for LGBTQ+ Equality in the Human Rights Campaign's Corporate Equality Index for the fourth year running, and in the U.K. we ranked #6 in Stonewall's Workplace Equality Index, #1 in their "Construction, Engineering and Property" sector.

Through VetNet, our employee network for veterans, their families and current military reserve members, we continue to work to recruit, develop and retain the best military and veteran talent, partnering with key organizations like Hiring Our Heroes, Boots2Roots and HirePurpose. We were proud to be named by DiversityComm Best of the Best List of veteran-friendly companies in U.S. Veterans Magazine, Top Supplier Diversity Programs in 2022.

Our ACE employee network connects and empowers members living with disability, health challenges or neurodiversity, and those who provide care to others. ACE embraces the social model of disability which aims to identify and remove the social, digital, and physical barriers that create exclusion in the workplace and society in general. In August 2022, we achieved the Clear Assured Gold Standard for Workplace Diversity and Inclusion in the U.K. We also received our first top score of 100 in the 2021 Disability Equality Index, a joint initiative of the American Association of People with Disabilities and Disability:IN, the leading nonprofit resource for business disability inclusion worldwide.

Our One World employee network continues to celebrate cultures around the globe and to foster global connectivity, nurturing and supporting our diverse employees and clients across all ethnicities and cultures.

Through our Jacobs Careers Network (JCN), we empower every employee to maximize their potential and make Jacobs the industry leader and workplace of choice. JCN organizes and supports career-enriching development and networking opportunities in all our geographies.

Looking ahead, we will continue to focus on inclusion, belonging and diversity by:

- Continuing action through our global Action Plan for Advancing Justice and Equality
- Striving to achieve our aspirational goals of creating a more gender-balanced and a more racially/ethnically diverse workforce around the globe to more appropriately reflect the labor markets and communities in which we live and serve
- Amplifying our culture of belonging and helping all employees see the various communities they can engage with at Jacobs so that everyone has a sense of belonging
- Following through on our priority areas identified through our global employee pulse surveys
- Identifying, developing and promoting allies across Jacobs
- Continue our data sharing campaign and enhance data reporting
- Continue to grow the diversity of talent for early career to experience staff through our graduates, interns, apprentices and STEAM education opportunities
- Increase measurement and diversification of our supply chain to increase our impact.

Our Employees' Safety and Wellbeing

As global challenges to our security, well-being and ability to operate evolve, we stay focused on managing HSE and security risks effectively and leveraging our Culture of Caring℠ to deliver the best outcomes for our people, the environment and our company. Our BeyondZero® program continues to drive a safer, more secure, healthier, and more resilient future for our Jacobs family, our communities and the environment. Our business continuity program to assure business delivery and resilience continues to prove its effectiveness in an ever-changing operational environment.

We also continue to demonstrate safety excellence with another year of zero employee fatalities at work and a total recordable incident rate[1] of 0.18, compared to the North American Industry Classification System's most recently reported[2] aggregate rate of 0.60.

We launched an enhanced Global Travel Assistance program in partnership with our new Global Assistance & Response provider, International SOS, helping keep our employees safe and healthy while traveling or on assignment outside their home country.

With the outbreak of the war in Ukraine, our immediate concern has been the safety and well-being of our colleagues and their families in Ukraine — we stayed in close communication, offering support and guidance. Our Employee Assistance Program is available globally to refugees hosted by Jacobs employees as household members. We also launched a humanitarian relief effort through our Collectively Global Giving and Volunteering program.

Our focus on health and well-being supports the UN's SDG 3: Good Health and Wellbeing. Our global well-being program, for example, is about helping our people individually be at their best physically, emotionally, financially and socially – so we're able to do more together. The program includes Jacobs' One Million Lives, developed in collaboration with global mental health professionals, to provide a free, publicly available, mental health check-in tool with a resources website that enable users to check their own mental health and access proactive strategies for personal mental health development. Over 26,000 One Million Lives check-ins were completed between December 2020 launch and our fiscal year end 2022. We launched a new Wellbeing Portal for our employees which provides information on supporting all elements of our well-being program. Additionally, our e3 Learning platform provides employees with self-guided learning opportunities in well-being and related topics.

More than 2,400 Positive Mental Health Champions actively support the mental well-being of our employees and one in every 24 employees is trained as a Positive Mental Health Champion. In addition, we continued our One Million Lives resiliency calls every quarter for our employees where we have open conversations to explore mental health related topics that can help us all learn to flourish.

We are committed to continue our work to create an inclusive and innovative organization and are taking action to ensure Jacobs is, and remains, an employer of choice.

1 As at October 15, 2022 and recorded in accordance with OSHA record keeping requirements, but subject to change thereafter due to possible injury/illness classification changes. The TRIR calculation uses the US OSHA formula of 'Number of Incidents x 200,000 / total number of hours worked in a year'. The 200,000 is the benchmark established by OSHA because it represents the total number of hours 100 employees would log in 50 weeks based on a 40-hour work week.
2 Cited on October 5th, 2022 via U.S. Bureau of Labor Statistics - Incidence rates of non-fatal occupational injuries and illnesses by industry and case types, 2020 for NAICS code 54133.

Information About Our Executive Officers

The information required by Paragraph (a), and Paragraphs (c) through (g) of Item 401 of Regulation S-K (except for information required by Paragraph (e) of that Item to the extent the required information pertains to our executive officers) and Item 405 of Regulation S-K is set forth under the caption "Members of the Board of Directors" in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference.

The following table presents the information required by Paragraph (b) of Item 401 of Regulation S-K.

Name	Age	Position with the Company	Year Joined the Company
Steven J. Demetriou	64	Chair and Chief Executive Officer	2015
Kevin C. Berryman	63	President and Chief Financial Officer	2014
Robert V. Pragada	54	President and Chief Operating Officer	2016
Steve Arnette	55	Executive Vice President and President, Critical Mission Solutions	1995
Joanne E. Caruso	62	Executive Vice President, Chief Legal and Administrative Officer	2012
Patrick X. Hill	49	Executive Vice President and President, People & Places Solutions	1998
Shannon Miller	46	Executive Vice President and President, Divergent Solutions	1998
William B. Allen, Jr.	58	Senior Vice President, Chief Accounting Officer	2016

All of the officers listed in the preceding table serve in their respective capacities at the pleasure of the Board of Directors of the Company.

Mr. Demetriou joined the Company in August 2015. Mr. Demetriou served as Chairman and CEO of Aleris Corporation for 14 years, a global downstream aluminum producer based in Cleveland, Ohio. Over the course of his career, he has gained broad experience with companies in a range of industries including metals, specialty chemicals, oil & gas, manufacturing and fertilizers.

Mr. Berryman joined the Company in December 2014. Mr. Berryman served as EVP and CFO for five years at International Flavors and Fragrances Inc., an S&P 500 company and leading global creator of flavors and fragrances used in a wide variety of consumer products. Prior to that, he spent 25 years at Nestlé in a number of finance roles including treasury, mergers & acquisitions, strategic planning and control.

Mr. Pragada rejoined the Company in February 2016 after serving as President and Chief Executive Officer of The Brock Group since August 2014. From March 2006 to August 2014 Mr. Pragada served in executive and senior leadership capacities with the Company. Mr. Pragada has been selected by the Board of Directors to succeed Mr. Demetriou as Chief Executive Officer of the Company as of January 24, 2023, when Mr. Demetriou will assume the role of Executive Chair.

Mr. Arnette joined the Company in 1995. Mr. Arnette's career at Jacobs spans more than 25 years in several senior leadership positions, crossing multiple sectors and operations. Most recently he led CMS's largest business unit as Senior Vice President of Advanced Engineering, Research & Operations, serving public and private sector clients around the globe with solutions for complex, mission-essential programs and projects in aerospace, automotive, defense and telecommunications sectors.

Ms. Caruso joined the Company in 2012. Prior to becoming Executive Vice President, Chief Legal and Administrative Officer, Ms. Caruso was Senior Vice President, Chief Administrative Officer, and previously held the positions of Senior Vice President, Global Human Resources and Vice President, Global Litigation. Prior to joining the Company, Ms. Caruso was a partner in two international law firms, Howrey LLP and Baker & Hostetler LLP.

Mr. Hill joined the Company through the SKM acquisition, where he started in 1998. Mr. Hill has served in several senior leadership positions crossing multiple sectors and operations throughout Australia, New Zealand, Asia, Europe, the Middle East and the United States. Prior to his appointment as President – People & Places Solutions, Mr. Hill jointly led People & Places Solutions with day-to-day responsibilities for Jacobs' Buildings and Infrastructure global operations outside of North America.

Ms. Miller joined the Company in 1998. During her almost 25-year career at Jacobs, Ms. Miller has had a rich and varied global journey in operations, sales and functional roles leading cultural and digital transformation for both the company and its markets, including technology, resources, infrastructure, pharmaceutical and consumer products. Most recently Ms. Miller served as Jacobs' Chief Growth Officer and lead for Enterprise Risk Management.

Mr. Allen joined the Company in October 2016. Mr. Allen served as Vice President, Finance and Principal Accounting Officer at LyondellBasell Industries, N.V. from 2013 to 2016. Prior to that, he was with Albemarle Corporation, where he served as Vice President, Corporate Controller and Chief Accounting Officer from 2009 to 2013 after serving in CFO roles for their Catalysts and Fine Chemistry businesses from 2005 to 2009.

Additional Information

Jacobs was founded in 1947 and incorporated as a Delaware corporation in 1987. We are headquartered in Dallas, Texas, USA. The SEC maintains a site on the Internet that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The SEC's website is http://www.sec.gov. You may also read and download the various reports we file with, or furnish to, the SEC free of charge from our website at www.jacobs.com.

Item 1A. RISK FACTORS

We operate in a changing global environment that involves numerous known and unknown risks and uncertainties that could materially adversely affect our business, financial condition and results of operations. The risks described below highlight some of the factors that have affected and could affect us in the future. We may also be affected by unknown risks or risks that we currently think are immaterial. If any such events actually occur, our business, financial condition and results of operations could be materially adversely affected.

Summary Risk Factors

The following is a summary of some of the risks and uncertainties that could materially adversely affect our business, financial condition and results of operations. You should read this summary together with the more detailed description of each risk factor contained below.

Risks Related to Our Operations

- We engage in a highly competitive business. If we are unable to compete effectively, we could lose market share and our business and results of operations could be negatively impacted.
- Our results of operations depend on the award of new contracts and the timing of the award of these contracts and economic conditions. Demand for our services may be impacted by rising inflation, interest rates, and/or construction costs.
- We may be unable to realize the benefits of implementing our three-year corporate strategy.
- Project sites are inherently dangerous workplaces. Failure to maintain safe work sites exposes us to significant financial losses and reputational harm, as well as civil and criminal liabilities.
- The nature of our contracts, particularly any fixed-price contracts, subjects us to risks of cost overruns. We may experience losses if costs increase above budgets or estimates or the project experiences delays.
- Our failure to meet performance requirements or contractual schedules could adversely affect our business, financial condition and results of operations.
- The contracts in our backlog may be adjusted, canceled or suspended by our clients and, therefore, our backlog is not necessarily indicative of our future revenues or earnings.
- Contracts with the U.S. federal government and other governments and their agencies pose additional risks compared to contracts with private sector clients.
- Our services expose us to significant monetary damages or even criminal violations and our insurance policies may not provide adequate coverage.
- The outcome of pending and future claims and litigation could have a material adverse impact on our business, financial condition, and results of operations and damage our reputation.
- A reduction in the amount of available governmental funding could materially affect our results of operations.
- We are dependent on third parties to complete many of our contracts.
- Employee, agent or partner misconduct, or our overall failure to comply with laws or regulations, could weaken our ability to win contracts, which could result in reduced revenues and profits.
- Cybersecurity or privacy breaches, or systems and information technology interruption or failure could adversely impact our ability to operate or expose us to significant financial losses and reputational harm.
- If we do not have adequate indemnification for our nuclear services, it could adversely affect our business, financial condition and results of operations.
- Our actual results could differ from the estimates and assumptions used to prepare our financial statements.
- We may have to contribute additional cash to meet any underfunded benefit obligations associated with retirement and post-retirement benefit plans we manage or for which we have contribution or funding obligations.
- Our businesses could be materially and adversely affected by events outside of our control.
- We must successfully manage the demand, supply and operational challenges associated with the effects of a disease outbreak, including epidemics, pandemics or similar widespread public health concerns.
- Our continued success is dependent upon our ability to hire, retain, and utilize qualified personnel while managing the risks associated with sustained remote working arrangements.
- Our professional reputation and relationships with government agencies are critical to our business, and any harm to our reputation or relationships could decrease the amount of business that government agencies do with us, which could have a material adverse effect on our business, financial condition and results of operations.

- Our focus on new growth areas entails risks, including those associated with new relationships, clients, talent needs, capabilities, service offerings, and maintaining our collaborative culture and core values.

Risks Related to International Operations

- Our international operations are exposed to additional risks and uncertainties, including unfavorable political developments and weak foreign economies.
- Foreign exchange risks may affect our ability to realize a profit from certain projects.
- Our global presence could give rise to material fluctuations in our income tax rates.

Risks Related to Acquisitions, Investments, Joint Ventures and Divestitures

- If we, or our subsidiaries or companies in which we have made strategic investments, lose, or experience a significant reduction in, business from one or a few customers, it could have a material adverse impact on us.
- Our use of joint ventures, partnerships and strategic investments in entities exposes us to risks and uncertainties, many of which are outside of our control.
- An impairment charge on our goodwill or intangible assets could have a material adverse impact on our financial position and results of operations.
- Our business strategy relies in part on acquisitions and strategic investments to sustain our growth. These transactions present certain risks and uncertainties.
- We may make minority investments that subject us to risks and uncertainties outside of our control.

Risks Related to Regulatory Compliance

- Past and future environmental, health, and safety laws could impose significant additional costs and liabilities.
- If we fail to comply with any governmental requirements, our business may be adversely affected.
- We could be adversely affected by violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws.

Risks Related to Climate Change

- Climate change and related environmental issues could have a material adverse impact on our business, financial condition and results of operations.
- We may be affected by market or regulatory responses to climate change.
- We may be unable to achieve our climate commitments and targets.

Risks Related to Our Indebtedness and Credit Markets

- We rely in part on liquidity from our credit facilities to fund our business. Restrictions in our credit facilities could adversely impact our business. Our businesses may be adversely affected by disruptions or lack of liquidity in the credit markets, including reduced access to credit and higher costs of obtaining credit.
- Maintaining adequate bonding and letter of credit capacity is necessary for us to successfully win some contracts.

Risks Related to Our Common Stock and Corporate Structure

- Our quarterly results may fluctuate significantly, which could have a material negative effect on the price of our common stock.
- There can be no assurance that we will pay dividends on our common stock.
- In the event we issue stock as consideration for certain acquisitions we may make, we could dilute share ownership, and if we receive stock in connection with a divestiture, the value of stock is subject to fluctuation.
- We are a holding company. Substantially all of our business is conducted through our subsidiaries. We depend on the performance of our subsidiaries and their ability to make distributions to us to fund our operations.

Risks Related to Our Operations

We engage in a highly competitive business. If we are unable to compete effectively, we could lose market share and our business and results of operations could be negatively impacted.

We face intense competition to provide technical, professional and construction management services to clients. The markets we serve are highly competitive and we compete against a large number of regional, national and multinational companies. The extent and type of our competition varies by industry, geographic area and project type. Our projects are frequently awarded through a competitive procurement process. We are constantly competing for project awards based on pricing, schedule and the breadth and technical sophistication of our services. Competition can place downward pressure on our contract prices and profit margins, which increases the risk that, among other things, we may not realize profit margins at the same rates as we have seen in the past or may become responsible for costs or other liabilities we have not accepted in the past. If we are unable to compete effectively, we may experience a loss of market share or reduced profitability or both, which could have a material adverse impact on our business, financial condition and results of operations.

Our results of operations depend on the award of new contracts and the timing of the award of these contracts.

Our revenues depend on new contract awards. Delays in the timing of the awards or cancellations of such projects as a result of economic conditions, material and equipment pricing and availability or other factors could impact our long-term projected results. It is particularly difficult to predict whether or when we will receive large-scale projects as these contracts frequently involve a lengthy and complex procurement and selection process, which is affected by a number of factors, such as market conditions or governmental and environmental approvals. Since a significant portion of our revenues is generated from such projects, our results of operations and cash flows can fluctuate significantly from quarter to quarter depending on the timing of our contract awards and the commencement or progress of work under awarded contracts. Furthermore, many of these contracts are subject to financing contingencies and, as a result, we are subject to the risk that the customer will not be able to secure the necessary financing for the project.

The uncertainty of our contract award timing can also present difficulties in matching workforce size with contract needs. In some cases, we maintain and bear the cost of a ready workforce that is larger than necessary under existing contracts in anticipation of future workforce needs for expected contract awards. When an expected contract award is delayed or not received, we incur additional costs resulting from reductions in staff or redundancy of facilities, which could have a material adverse effect on our business, financial condition and results of operations.

Demand for our services are impacted by economic downturns, reductions in government or private spending and times of political uncertainty.

We provide full spectrum technical and professional solutions to clients operating in a number of sectors and industries, including programs for various national governments, including the U.S. federal government; aerospace; automotive; pharmaceuticals and biotechnology; infrastructure; environmental; nuclear decommissioning; buildings; smart cities; energy and power; water; transportation; telecom and other general industrial and consumer businesses and sectors. These sectors and industries and the resulting demand for our services have been, and we expect will continue to be, subject to significant fluctuations due to a variety of factors beyond our control, including economic conditions and changes in client spending, particularly during periods of economic or political uncertainty.

Uncertain global economic, socioeconomic and political conditions may negatively impact our clients’ ability and willingness to fund their projects, including their ability to raise capital and pay, or timely pay, our invoices. These factors may also cause our clients to reduce their capital expenditures, alter the mix of services purchased, seek more favorable pricing and other contract terms and otherwise slow their spending on our services. For example, in the public sector, declines in state and local tax revenues as well as other economic declines may result in lower state and local government spending. In addition, under such conditions, many of our competitors may be more inclined to take greater or unusual risks or accept terms and conditions in contracts that we might not deem acceptable. These conditions may reduce the demand for our services, which may have a material adverse impact on our business, financial condition and results of operations.

Additionally, uncertain economic, socioeconomic and political conditions may make it difficult for our clients, our vendors, and us to accurately forecast and plan future business activities. We cannot predict the outcome of changing trade policies or other unanticipated socioeconomic or political conditions, nor can we predict the timing, strength or duration of any economic recovery or downturn worldwide or in our clients’ markets. In addition, our business has traditionally lagged recoveries in the general economy and, therefore, may not recover as quickly as the economy at large. Weak economic conditions could have a material adverse impact on our business, financial condition and results of operations. Furthermore, if a significant portion of our clients or projects are concentrated in a specific geographic area or industry, our business may be disproportionately affected by negative trends or economic downturns in those specific geographic areas or industries.

Regardless of economic or socioeconomic or political conditions, investment decisions by our customers may vary by location or as a result of other factors like the availability of labor or relative construction cost. Because we are dependent on the timing and funding of new awards, we are therefore vulnerable to changes in our clients' markets and investment decisions. As a result, our past results have varied and may continue to vary depending upon the demand for future projects in the markets and the locations in which we operate.

Rising inflation, interest rates, and/or construction costs could reduce the demand for our services as well as decrease our profit on our existing contracts, in particular with respect to our fixed-price contracts.

Rising inflation, interest rates, or construction costs could reduce the demand for our services. In addition, we bear all of the risk of rising inflation with respect to those contracts that are fixed-price. Because a significant portion of our revenues are earned from cost-reimbursable type contracts (approximately 74% during fiscal 2022), the effects of inflation on our financial condition and results of operations over the past few years have been generally minor. However, if we continue to experience inflationary pressures, inflation may have a larger impact on our results of operations in the future, particularly if we expand our business into markets and geographic areas where fixed-price and lump-sum work is more prevalent. Therefore, increases in inflation, interest rates or construction costs could have a material adverse impact on our business, financial condition and results of operations.

We may be unable to realize the benefits of implementing our three-year corporate strategy.

This is a transformative time for the Company. In fiscal 2022, we launched our new three-year corporate strategy after identifying three growth accelerators to achieve our vision for future growth: Climate Response, Consultancy & Advisory and Data Solutions. A key component of our corporate strategy includes creating a new operating segment, Divergent Solutions, which is aligned to our data solutions growth accelerator. Developing a new business carries certain inherent risks, including potential diversion of management's time and other resources from our previously-established revenue streams, the need for additional capital and other resources to expand this new business, and inefficient integration of operational and management systems and controls. Our success growing and developing the solutions offered by this new business will depend on a variety of factors, some of which may be outside of our control. There can be no assurance that creation of this operating segment will produce the revenues, earnings or business synergies that we anticipate. Additionally, we cannot assure you that our corporate strategy will be successful in achieving our financial growth targets or that we will deliver our anticipated results. The failure to successfully implement our corporate strategy could have a material adverse effect on our business.

Project sites are inherently dangerous workplaces. Failure to maintain safe work sites by us, the owner or others working at the project site can lead to our employees or others becoming injured, disabled or even losing their lives, and exposes us to significant financial losses and reputational harm, as well as civil and criminal liabilities.

Project sites often put our employees and others in close proximity with large pieces of mechanized equipment, moving vehicles, chemical and manufacturing processes and hazardous and highly regulated materials, in a challenging environment and often in geographically remote locations. We may be responsible for safety on some project sites, and, accordingly, we have an obligation to implement effective safety procedures. The failure by us or others working at such sites to implement safety procedures or the implementation of ineffective procedures, or the failure to implement and follow appropriate safety procedures, subjects our employees and others to the risk of injury, disability or loss of life, and subjects us to risk that the completion or commencement of our projects may be delayed and we may be exposed to litigation or investigations. Unsafe work sites also have the potential to increase employee turnover, increase the cost of a project to our clients and raise our operating and insurance costs.

We are also subject to regulations dealing with occupational health and safety. Although we maintain functional groups whose primary purpose is to ensure we implement effective HSE work procedures throughout our organization, including project sites and maintenance sites, the failure to comply with such regulations could subject us to liability. In addition, despite the work of our functional groups, we cannot guarantee the safety of our personnel or that there will be no damage to or loss of our work, equipment or supplies.

Our safety record is critical to our reputation. Many of our clients require that we meet certain safety criteria to be eligible to bid for contracts and many contracts provide for automatic termination or forfeiture of some or all of our contract fees or profit in the event we fail to meet certain measures.

For all of the foregoing reasons, if we fail to maintain adequate safety standards, we could suffer harm to our reputation, reduced profitability or the loss of projects or clients, which could have a material adverse impact on our business, financial condition and results of operations.

The nature of our contracts, particularly any fixed-price contracts, subjects us to risks of cost overruns. We may experience reduced profits or losses if costs increase above budgets or estimates or the project experiences delays.

For fiscal 2022, approximately 26% of our revenues were earned under fixed-price contracts. Both fixed-price and many cost-reimbursable contracts require us to estimate the total cost of the project in advance of our performance. For fixed-price contracts, we may benefit from any cost-savings, but we bear greater risk of paying some, if not all, of any cost overruns. Fixed-price contracts are established in part on proposed designs, which may be partial or incomplete, cost and scheduling estimates that are based on a number of assumptions, including those about future economic conditions, commodity and other materials pricing and cost and availability of labor (including the cost of any related benefits or entitlements), equipment and materials and other exigencies. Cost overruns can occur, leading to reduced profits or, in some cases, a loss for that project for a variety of reasons, including if the design or the estimates prove inaccurate or if circumstances change due to, among other things, unanticipated technical problems, difficulties in obtaining permits or approvals, changes in local laws or labor conditions, weather or other delays beyond our control, changes in the costs of equipment or raw materials, our vendors' or subcontractors' inability or failure to perform, or changes in general economic conditions and inflationary pressures. We may present change orders and claims to our clients, subcontractors and vendors for, among other things, additional costs exceeding the original contract price. If we fail to properly document the nature of our claims and change orders, or are otherwise unsuccessful in negotiating reasonable settlements with our clients, subcontractors and vendors, we will likely incur cost overruns, reduced profits or, in some cases, result in a loss for a project. These risks are exacerbated for projects with long-term durations because there is an increased risk that the circumstances on which we based our original estimates will change in a manner that increases costs. The occurrence of significant costs overruns could have a material adverse impact on our business, financial condition and results of operations.

Our failure to meet performance requirements or contractual schedules could adversely affect our business, financial condition and results of operations.

Many of our contracts require us to satisfy specific progress or performance milestones in order to receive payment from the customer. As a result, we often incur significant costs for engineering, materials, components, equipment, labor or subcontractors prior to receipt of payment from a customer, which may impact our liquidity. In some circumstances, we may incur penalties if we do not achieve project completion by a scheduled date. In some cases, the occurrence of delays may be due to factors outside of our control, such as due to supply chain shortages.

Our contracts that are fundamentally cost reimbursable in nature may also present a risk to the extent the final cost on a project exceeds the amount the customer expected or budgeted. Like fixed-price contracts, the expected cost of cost-reimbursable projects is based in part on partial design and our estimates of the resources and time necessary to perform such contracts. A portion of the fee is often linked to these estimates and the related final cost and schedule objectives, and if for whatever reason these objectives are not met, the project may be less profitable than we expect or even result in losses.

The contracts in our backlog may be adjusted, canceled or suspended by our clients and, therefore, our backlog is not necessarily indicative of our future revenues or earnings.

Backlog represents estimates of the total dollar amount of revenues we expect to record in the future as a result of performing work under contracts that have been awarded to us. As of the end of fiscal 2022, our backlog totaled approximately $27.9 billion. There is no assurance that backlog will actually be realized as revenues in the amounts reported or, if realized, will result in profits. In accordance with industry practice, substantially all of our contracts, including our U.S. government work, are subject to cancellation, termination, or suspension at the discretion of the client, and may be subject to changes in the scope of services to be provided, as well as adjustments to the costs relating to the contracts. In the event of a project cancellation, we would generally have no contractual right to the total revenue reflected in our backlog. Projects can remain in backlog for extended periods of time because of the nature of the project and the timing of the particular services required by the project. The risk of contracts in backlog being canceled or suspended generally increases during periods of widespread economic slowdowns or in response to changes in commodity prices.

In some markets, there is a continuing trend towards cost-reimbursable contracts with incentive-fee arrangements. Typically, our incentive fees are based on such things as achievement of target completion dates or target costs, overall safety performance, overall client satisfaction and other performance criteria. If we fail to meet such targets or achieve the expected performance standards, we may receive a lower, or even zero, incentive fee resulting in lower gross margins. Accordingly, there is no assurance that the contracts in backlog, assuming they produce the revenues currently expected, will generate gross margins at the rates we have realized in the past.

Contracts with the U.S. federal government and other governments and their agencies pose additional risks compared to contracts with private sector clients.

We depend on contracts with the U.S. federal government and other governments and their agencies. The U.S. federal government represented approximately 31% of our total revenue in fiscal 2022. These contracts, which are a significant source of our revenue and profit, are subject to additional risks compared to contracts with private sector clients:

- Some of our contracts are long-term government contracts, which are only funded on an annual basis. In addition, public-supported financing, such as state and local municipal bonds may be only partially raised to support existing infrastructure projects. As a result, at the beginning of a program, the related contract is only partially funded, and additional funding is normally committed only as appropriations are made in each fiscal year. If appropriations for funding are not made in subsequent years of a multiple-year contract, we may not be able to realize all of our anticipated revenue and profits from that project. U.S. government shutdowns or any related under-staffing of the government departments or agencies that interact with our business could result in program cancellations, disruptions and/or stop work orders, could limit the government's ability to effectively progress programs and make timely payments, and could limit our ability to perform on our existing U.S. government contracts and successfully compete for new work. Governments are typically under no obligation to maintain funding at any specific level, and funds for government programs may even be eliminated. The U.S. government may also shift its spending focus away from areas, such as defense and space exploration, and towards other areas in which we do not currently provide services.
- Our contracts with governmental agencies are subject to audit, investigations and proceedings which could result in adjustments to reimbursable contract costs or, if we are charged with wrongdoing, possible temporary or permanent suspension from participating in government programs, and a variety of penalties can be imposed on us including monetary damages and criminal and civil penalties.
- Governmental agencies may modify, curtail or terminate our contracts at any time prior to their completion and, if we do not replace them, we may suffer a decline in revenue. In addition, for some assignments, the U.S. government may attempt to "insource" the services to government employees rather than outsource to a contractor.
- Most government contracts are awarded through a rigorous competitive process, which may emphasize price over other qualitative factors. The U.S. federal government has increasingly relied upon multiple-year contracts with multiple contractors that generally require those contractors to engage in an additional competitive procurement process for each task order issued under a contract. This process may result in us facing significant additional pricing pressure and uncertainty and incurring additional costs.
- We may not be awarded government contracts because of existing policies designed to protect small businesses and under-represented minorities.

- Government contracts are subject to specific procurement regulations and a variety of other socio-economic requirements, which affect how we transact business with our clients and, in some instances, impose additional costs on our business operations. For example, for contracts with the U.S. federal government, we must comply with the Federal Acquisition Regulation, the Truth in Negotiations Act, the Cost Accounting Standards, and numerous regulations governing environmental protection and employment practices. Government contracts also contain terms that expose us to heightened levels of risk and potential liability than non-government contracts. This includes, for example, unlimited indemnification obligations.
- Many of our federal government contracts require us to have security clearances, which can be difficult and time consuming to obtain. If our employees or our facilities are unable to obtain or retain the necessary security clearances, our clients could terminate or not renew existing contracts or award us new contracts, which could have a material adverse impact on our business, financial condition and results of operations could be negatively impacted.

These various uncertainties, restrictions, and regulations including oversight audits by government authorities as well as profit and cost controls, could have a material adverse impact on our business, financial condition and results of operations.

Our services expose us to significant monetary damages or even criminal violations and our insurance policies may not provide adequate coverage.

We provide services that are subject to professional standards and qualifications, including providing services that are based on our professional engineering expertise, as well as our other professional credentials. These services must comply with various professional standards, duties and obligations regulating the performance of such services. Our engineering practice, for example, involves professional judgments regarding the planning, design, development, construction, operations and management of industrial facilities and public infrastructure projects. We also issue reports and opinions to clients based on our professional expertise, such as issuing opinions and reports to government clients in connection with securities offerings. While we do not generally accept liability for consequential damages in our contracts, and although we have adopted a range of insurance, risk management and risk avoidance programs designed to reduce potential liabilities, we may be deemed to be responsible for these professional judgments, recommendations or opinions if they are later determined to be inaccurate, or if a catastrophic event or other failure occurs at one of our project sites or completed projects. Any unfavorable legal ruling against us could result in substantial monetary damages, disqualification to perform services in the future, or even criminal violations.

Such events could result in significant professional or product liability and warranty or other claims against us that could be highly publicized and have reputational harm, especially if public safety is impacted. We could also be liable to third parties, including through class actions, even if we are not contractually bound to those third parties. These liabilities could exceed our insurance limits or the fees we generate, may not be covered by insurance at all due to various exclusions in our coverage and could impact our ability to obtain insurance in the future. Further, even where coverage applies, the policies have limits and deductibles or retentions, which results in our assumption of exposure for certain amounts with respect to any claim filed against us. In addition, indemnification from clients or subcontractors may not be available. An uninsured claim, either in part or in whole, as well as any claim covered by insurance but subject to a policy limit, high deductible and/or retention, if successful and of a material magnitude, could have a material adverse impact on our business, financial condition and results of operations.

The outcome of pending and future claims and litigation could have a material adverse impact on our business, financial condition, and results of operations and damage our reputation.

We are a party to claims and litigation in the normal course of business, including litigation inherited through acquisitions. Since we engage in engineering and construction activities for large facilities and projects where design, construction or systems failures can result in substantial injury or damage to employees or others, we are exposed to substantial claims and litigation and investigations due to the failure at any such facility or project. Such claims could relate to, among other things, personal injury, loss of life, business interruption, property damage, or pollution and environmental damage, and be brought by our clients or third parties, such as those who use or reside near our clients' projects. We can also be exposed to claims if we agreed that a project will achieve certain performance standards or satisfy certain technical requirements and those standards or requirements are not met. In many of our contracts with clients, subcontractors and vendors, we agree to retain or assume potential liabilities for damages, penalties, losses and other exposures relating to projects that could result in claims that greatly exceed the anticipated profits relating to those contracts. In addition, while clients and subcontractors may agree to indemnify us against certain liabilities, such third parties may refuse or be unable to pay us.

With a workforce of approximately 60,000 people globally, we are also party to labor and employment claims in the normal course of business. Certain of these claims relate to allegations of harassment and discrimination, pay equity, denial of benefits, wage and hour violations, whistleblower protections, concerted protected activity, and other employment protections, and may be pursued on an individual or class action basis depending on applicable laws and regulations. Some of such claims may be insurable, while other such claims may not.

We maintain insurance coverage for various aspects of our business and operations. Our insurance programs have varying coverage limits as well as exclusions for matters such as fraud, and insurance companies can, and sometimes do, attempt to deny claims for which we seek coverage. In addition, we have elected to retain a portion of losses that may occur through the use of various deductibles, retentions and limits under these programs. As a result, we may be subject to future liability for which we are only partially insured, or completely uninsured.

In addition, claims received from subcontractors or made by us for change orders can be the subject of lengthy negotiations, arbitration or litigation proceedings, which could result in the investment of significant amounts of working capital pending the resolution of the relevant change orders and claims. A failure to promptly recover on these types of claims could have a material adverse impact on our liquidity and financial results. Additionally, irrespective of how well we document the nature of our claims and change orders, the cost to prosecute and defend claims and change orders can be significant.

Litigation and regulatory proceedings are subject to inherent uncertainties and unfavorable rulings can and do occur. Pending or future claims against us could result in professional liability, product liability, criminal liability, warranty obligations, default under our credit agreements and other liabilities which, to the extent we are not insured against a loss or our insurer fails to provide coverage, could have a material adverse impact on our business, financial condition, and results of operations and damage our reputation.

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

We maintain insurance coverage from third-party insurers as part of our overall risk management strategy and because some of our contracts require us to maintain specific insurance coverage limits. Catastrophic events, litigation claims and other market factors can result in decreased coverage limits, coverage that is more limited, increased premium costs or higher deductibles and/or retentions. If any of our third-party insurers fail, suddenly cancel our coverage or otherwise are unable to provide us with adequate insurance coverage, then our overall risk exposure and our operational expenses could increase, and the management of our business operations could be disrupted. In addition, there can be no assurance that any of our existing insurance coverage will be renewable upon the expiration of the coverage period or that future coverage will be affordable at the required limits.

A reduction in the amount of available governmental funding could materially affect our results of operations.

Historically, we have benefited from both domestic and international government investment programs that provide funding for our services, and we expect to continue to benefit from bills such as the Infrastructure Investment and Jobs Act, the CHIPS and Science Act and the Inflation Reduction Act. While spending and stimulus bills are expected to provide funding in many of the markets in which we operate, we may not be able to obtain the expected benefits from these bills or similar bills in the future. In addition, the timing of funding awards under these bills is uncertain. A reduction in the amount of governmental funding available could materially affect our results of operations.

We are dependent on third parties to complete many of our contracts.

Third-party subcontractors we hire perform a significant amount of the work performed under our contracts. We also rely on third-party equipment manufacturers or suppliers to provide much of the equipment and materials used for projects. If we are unable to hire qualified subcontractors or find qualified equipment manufacturers or suppliers, our ability to successfully complete a project will be impaired. If we are not able to locate qualified third-party subcontractors or the amount we are required to pay for subcontractors or equipment and supplies exceeds what we have estimated, especially in a lump sum or a fixed-price contract, we may suffer losses on these contracts. If a subcontractor, supplier, or manufacturer fails to provide services, supplies, parts or equipment as required under a contract for any reason, or fails to provide such services, supplies, parts or equipment in accordance with applicable quality standards as required by the contract or regulation, we will be required to source these services, equipment, parts or supplies to other third parties on a delayed basis or on less favorable terms, which could impact contract profitability and/or could result in claims against us for damages. We are subject to disputes with our subcontractors from time to time relating to, among other things, the quality and timeliness of work performed, customer concerns about the subcontractor, or our failure to extend existing task orders or issue new task orders under a contract. In addition, faulty workmanship, equipment or materials would likely impact the overall project, which could result in claims against us for failure to meet required project specifications.

In an uncertain or downturn economic environment, third parties may find it difficult to obtain sufficient financing to help fund their operations. The inability to obtain financing could adversely affect a third party's ability to provide materials, equipment or services which could have a material adverse impact on our business, financial condition, and results of operations. In addition, a failure by a third party subcontractor, supplier or manufacturer to comply with applicable laws, regulations or client requirements could negatively impact our business and, for government clients, could result in fines, penalties, suspension or even debarment being imposed on us, which could have a material adverse impact on our business, financial condition, and results of operations.

Employee, agent or partner misconduct, or our overall failure to comply with laws or regulations, could weaken our ability to win contracts, which could result in reduced revenues and profits.

We are subject to the risk of misconduct, fraud, non-compliance with applicable laws and regulations, or other improper activities by one of our employees, agents or partners, which could have a significant negative impact on our business and reputation. Such misconduct includes the failure to comply with government procurement regulations, regulations regarding the protection of classified information, regulations prohibiting bribery and other corrupt practices, regulations regarding the pricing of labor and other costs in government contracts, regulations on lobbying or similar activities, regulations pertaining to the internal controls over financial reporting, regulations pertaining to export control, environmental laws, employee wages, pay and benefits, and any other applicable laws or regulations. For example, we routinely provide services that may be highly sensitive or that relate to critical national security matters; if a security breach were to occur, our ability to procure future government contracts could be severely limited. The precautions we take to prevent and detect these activities may not be effective and we could face unknown risks or losses. Our failure to comply with applicable laws or regulations, or acts of misconduct subjects us to the risk of fines and penalties, cancellation of contracts, loss of security clearance and suspension or debarment from contracting, any of which could weaken our ability to win contracts and result in reduced revenues and profits and could have a material adverse impact on our business, financial condition and results of operations.

Cybersecurity or privacy breaches, or systems and information technology interruption or failure could adversely impact our ability to operate or expose us to significant financial losses and reputational harm.

We may experience interruptions, errors and delays in our information technology systems. In the event we are unable to maintain or improve the efficiency and efficacy of our systems, the operation of such systems could be subjected to additional interruption or could result in the loss, corruption, or release of data. In addition, our computer and communication systems and operations could be damaged or interrupted by natural disasters, force majeure events, telecommunications failures, power loss, acts of war or terrorism, computer viruses, malicious code, physical or electronic security breaches, intentional or inadvertent user misuse or error or similar events or disruptions. Any of these or other events could cause interruptions, delays, loss of critical and/or sensitive data or similar effects, which could have a material adverse impact on our business, financial condition, protection of intellectual property and results of operations, as well as those of our clients.

Our information technology systems, which have grown over time, including through acquisitions, have, and will continue to experience threats, including unauthorized access, computer hackers, computer viruses, malicious code, ransomware, phishing, organized cyber-attacks and other security problems and system disruptions, including unauthorized access to and disclosure of our and our clients' proprietary or classified information. Such tactics have caused, and may also seek to cause in the future, payments due to or from the Company to be misdirected to fraudulent accounts, which may not be recoverable by the Company.

While we have security measures and technology in place designed to protect our and our clients' proprietary or classified information, there can be no assurance that our efforts will prevent all threats to our computer systems. Because the techniques used to obtain unauthorized access or sabotage systems change frequently, become more sophisticated and generally are not identified until they are launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. As a result, we may be required to expend significant resources to protect against the threat of system disruptions and security breaches or to alleviate problems caused by these disruptions and breaches. Any of these events could damage our reputation, cause us to incur significant liability and have a material adverse effect on our business, financial condition and results of operations.

We continuously evaluate the need to upgrade and/or replace our systems and network infrastructure to protect our computing environment, to stay current on vendor supported products and to improve the efficiency of our systems and for other business reasons. The implementation of new systems and information technology could adversely impact our operations by imposing substantial capital expenditures, demands on management time and risks of delays or difficulties in transitioning to new systems. In addition, our systems implementations may not result in productivity improvements at the levels anticipated. Systems implementation disruption and any other information technology disruption, if not anticipated and appropriately mitigated, could have a material adverse effect on our business.

In addition, laws and regulations governing data privacy and the unauthorized disclosure of personal data, including the European Union General Data Protection Regulation ("GDPR"), the United Kingdom Data Protection Act, the California Consumer Privacy Act, the California Privacy Rights Act, and other emerging U.S. state and global privacy laws pose increasingly complex compliance challenges and potentially elevate costs and may require changes to our business practices resulting from the variation of regulatory requirements and increased enforcement frequency. Failure to comply with these laws and regulations, including related regulatory enforcement and/or private litigation resulting from a potential privacy breach, could result in governmental investigations, significant fines and penalties, damages from private causes of action, or reputational harm. Additionally, we are subject to laws, rules, and regulations regarding cross-border transfers of personal data, including laws relating to transfer of personal data outside the European Economic Area. If we cannot rely on existing mechanisms for transferring personal data, we may be unable to transfer personal data of employees and clients in those regions, which could adversely affect our business, financial condition, and operating results.

We may not be able to protect our intellectual property or that of our clients.

Our technology and intellectual property provide us, in certain instances, with a competitive advantage. Although we seek to protect our property through registration, licensing, contractual arrangements, security controls and similar mechanisms, we may not be able to successfully preserve our rights and they could be invalidated, circumvented, challenged or become obsolete. Trade secrets are generally difficult to protect. Our employees and contractors are subject to confidentiality obligations, but this protection may be inadequate to deter or prevent misappropriation of our confidential information and/or infringement of our intellectual property. In addition, the laws of some foreign countries in which we operate do not protect intellectual property rights to the same extent as the U.S. If we are unable to protect and maintain our intellectual property rights or if there are any successful intellectual property challenges or infringement proceedings against us, our ability to differentiate our service offerings could be reduced. Litigation to determine the scope of intellectual property rights, even if ultimately successful, could be costly and could divert leadership's attention away from other aspects of our business.

We also hold licenses from third parties which may be utilized in our business operations. If we are no longer able to license such technology on commercially reasonable terms or otherwise, our business and financial performance could be adversely affected.

If our intellectual property rights or work processes become obsolete, we may not be able to differentiate our service offerings and some of our competitors may be able to offer more attractive services to our customers. Our competitors may independently attempt to develop or obtain access to technologies that are similar or superior to our technologies.

Our clients or other third parties may also provide us with their technology and intellectual property. There is a risk we may not sufficiently protect our or their information from improper use or dissemination and, as a result, could be subject to claims and litigation and resulting liabilities, loss of contracts or other consequences that could have a material adverse impact on our business, financial condition and results of operations.

Assertions by third parties of infringement, misappropriation or other violations by us of their intellectual property rights could result in significant costs and substantially harm our business, financial condition and operation results.

In recent years, there has been significant litigation involving intellectual property rights in technology industries. We may face from time to time, allegations that we or a supplier or customer have violated the rights of third parties, including patent, trademark, and other intellectual property rights. If, with respect to any claim against us for violation of third-party intellectual property rights, we are unable to prevail in the litigation or retain or obtain sufficient rights or develop non-infringing intellectual property or otherwise alter our business practices on a timely or cost-efficient basis, our business, financial condition or results of operations may be adversely affected.

Any infringement, misappropriation or related claims, whether or not meritorious, are time consuming, divert technical and management personnel, and are costly to resolve. As a result of any such dispute, we may have to develop non-infringing technology, pay damages, enter into royalty or licensing agreements, cease utilizing products or services, or take other actions to resolve the claims. These actions, if required, may be costly or unavailable on terms acceptable to us.

If we do not have adequate indemnification for our nuclear services, it could adversely affect our business, financial condition and results of operations.

The Price-Anderson Nuclear Industries Indemnity Act, commonly called the Price-Anderson Act (“PAA”), is a U.S. federal law, which, among other things, regulates radioactive materials and the nuclear energy industry, including liability and compensation in the event of nuclear related incidents. The PAA provides certain protections and indemnification to nuclear energy plant operators and U.S. Department of Energy (“DoE”) contractors. The PAA protections and indemnification apply to us as part of our services to the U.S. nuclear energy industry and DoE for new facilities, maintenance, modification, decontamination and decommissioning of nuclear energy, weapons and research facilities.

We offer similar services in other jurisdictions outside the U.S. For those jurisdictions, varying levels of nuclear liability protection is provided by international treaties, and/or domestic laws, such as the Nuclear Liability and Compensation Act of Canada and the Nuclear Installations Act of the United Kingdom, insurance and/or assets of the nuclear installation operators (some of which are backed by governments) as well as under appropriate enforceable contractual indemnifications and hold-harmless provisions. These protections and indemnifications, however, may not cover all of our liability that could arise in the performance of these services. To the extent the PAA or other protections and indemnifications do not apply to our services, the cost of losses associated with liability not covered by the available protections and indemnifications, or by virtue of our loss of business because of these added costs could have a material adverse impact on our business, financial condition and results of operations.

Our actual results could differ from the estimates and assumptions used to prepare our financial statements.

In preparing our financial statements, our leadership is required under U.S. GAAP to make estimates and assumptions as of the date of the financial statements. These estimates and assumptions affect the reported values of assets, liabilities, revenue and expenses and disclosure of contingent assets and liabilities. Areas requiring significant estimates by our leadership include:

- Recognition of contract revenue, costs, profit or losses in applying the principles of percentage of completion accounting;
- Estimated amounts for expected project losses, warranty costs, contract close-out or other costs;
- Recognition of recoveries under contract change orders or claims;
- Collectability of billed and unbilled accounts receivable and the need and amount of any allowance for doubtful accounts;
- Estimates of other liabilities, including litigation and insurance revenues/reserves and reserves necessary for self-insured risks;
- Accruals for estimated liabilities, including litigation reserves;
- Valuation of assets acquired, and liabilities, goodwill, and intangible assets assumed, in acquisitions and ongoing assessment of impairment;
- Valuation estimates for redeemable noncontrolling interests calculations;
- Valuation of stock-based compensation;
- The determination of liabilities under pension and other post-retirement benefit programs; and
- Income tax provisions and related valuation allowances.

Our actual business and financial results could differ from our estimates of such results, which could have a material adverse impact on our financial condition and results of operations.

Impairment of long-lived assets or restructuring activities may require us to record a significant charge to earnings.

Our long-lived assets, including our lease right-of-use assets, equity investments and others, are subject to periodic testing for impairment. Failure to achieve sufficient levels of cash flow at the asset group level has resulted in, and could result in additional, impairment of our long-lived assets. Further changes in the business environment could lead to changes in the scope of operations of our business. These changes, including the closure of one or more offices, could result in restructuring and/or asset impairment charges. The COVID-19 pandemic raises the possibility of an extended global economic downturn which increase the risk of long-lived asset impairment charges.

We may have to contribute additional cash to meet any underfunded benefit obligations associated with retirement and post-retirement benefit plans we manage or for which we have contribution or funding obligations.

We have various employee benefit plan obligations that require us to make contributions to satisfy, over time, our underfunded benefit obligations, which are generally determined by calculating the projected benefit obligations minus the fair value of plan assets. For example, as of September 30, 2022 and October 1, 2021, our defined benefit pension and post-retirement benefit plans were underfunded by $81.2 million and $191.4 million, respectively. See Note 13- *Pension and Other Postretirement Benefit Plans* in the Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K for additional disclosure. In the future, our benefit plan obligations may increase or decrease depending on changes in the levels of interest rates, pension plan asset performance and other factors. If we are required to contribute a significant amount of the deficit for underfunded benefit plans, our cash flows could be materially and adversely affected.

We are also a participating employer in various Multi-Employer Pension Plans ("MEPPs") associated with some of the work we perform on a union basis, which MEPPs are managed by third party trusts and over which we have no control, including as to how the MEPPs are managed or financial investment decisions are made. If any of these MEPPs is underfunded, we could face the imposition of underfunded liability or withdrawal liability at a materially adverse level.

Our businesses could be materially and adversely affected by events outside of our control.

Extraordinary or force majeure events beyond our control, such as natural or man-made disasters, could negatively impact our ability to operate. As an example, from time to time we face unexpected severe weather conditions which may result in weather-related delays that are not always reimbursable under a fixed-price contract; evacuation of personnel and curtailment of services; increased labor and material costs in areas resulting from weather-related damage and subsequent increased demand for labor and materials for repairing and rebuilding; inability to deliver materials, equipment and personnel to job sites in accordance with contract schedules; and loss of productivity. We may remain obligated to perform our services after any such natural or man-made event, unless a force majeure clause or other contractual provision provides us with relief from our contractual obligations. If we are not able to react quickly to such events, or if a high concentration of our projects are in a specific geographic region that suffers from a natural or man-made catastrophe, our operations may be significantly affected, which could have a material adverse impact on our operations. In addition, if we cannot complete our contracts on time, we may be subject to potential liability claims by our clients which may reduce our profits.

We must successfully manage the demand, supply and operational challenges associated with the effects of disease outbreaks, including epidemics, pandemics or similar widespread public health concerns.

Our business may be negatively impacted by disease outbreaks, epidemics, pandemics, or similar widespread public health concerns, such as the COVID-19 pandemic, including as a result of fear of exposure to, or actual effects of, any diseases, or the measures that international, federal, state and local public health and other governmental authorities implement to address it.

Despite the availability of vaccines in some geographies, COVID-19 continues to spread throughout the United States and globally, including in regions where we have significant operations and personnel, and uncertainties exist as to the efficacy of vaccines against new variants or mutations of COVID-19. Although there has been an easing of restrictions, such as “stay at home” orders and social distancing, in certain jurisdictions, some of these restrictions have been reinstated in other jurisdictions, or could be reinstated in the future, to manage a resurgence or new outbreak of COVID-19 or other disease outbreaks, including in connection with new variants or mutations of the virus. In addition, the reopening of businesses and economies in certain countries is creating a variety of new challenges, including, for example, higher prices for goods and services, limited availability of products, and disruptions to supply chains. As such, the duration, severity of its effects and ultimate impact to the world's population and the global economy are still unknown.

The effects of disease outbreaks, including epidemics, pandemics or similar widespread public health concerns may adversely affect certain elements of our business, including, but not limited to, the following:

- There may be reductions in demand for certain of our services and the delay or abandonment of ongoing or anticipated projects due to our clients', suppliers' and other third-parties' diminished financial conditions or financial distress, as well as governmental budget constraints.
- Our clients may be unable to meet their payment obligations to us in a timely manner, including as a result of deteriorating financial condition or bankruptcy resulting from a disease outbreak, including the ongoing COVID-19 pandemic, and resulting economic impacts. Further, other third parties, such as suppliers, subcontractors, joint venture partners and other outside business partners, may experience significant disruptions in their ability to satisfy their obligations with respect to us, or they may be unable to do so altogether.
- Illness, travel restrictions or other workforce disruptions could adversely affect our supply chain, our ability to timely and satisfactorily complete our clients' projects, our ability to provide services to our clients or our other business processes. Similar to travel restrictions implemented in response to the COVID-19 pandemic, jurisdictions may close borders, impose prolonged quarantines and restrict travel and business activity, in the event of a future disease outbreak or resurgence, which could materially impair our ability to support our operations and clients (both domestic and international), to source supplies through the global supply chain and to identify, pursue and capture new business opportunities, and which could continue to restrict the ability of our employees to access their workplaces. We also face the possibility of increased overhead or other expenses resulting from compliance with any current and future government orders or other measures enacted in response to any future disease outbreak or resurgence.
- We operate in many countries around the world, and certain of those countries' governments may be unable to effectively mitigate the financial or other impacts of any future disease outbreak on their economies and workforces and our operations therein.

The extent to which a disease outbreak or resurgence impacts our business, financial condition and results of operations, including the duration and magnitude of such impacts, will depend on numerous factors that we may not be able to accurately predict or assess. Disease outbreaks and the volatile regional and global economic conditions stemming therefrom, as well as reactions to future pandemics or resurgences of COVID-19, could also precipitate or aggravate the other risk factors that we identify in this Annual Report on Form 10-K, which in turn could materially adversely affect our business, financial condition and results of operations. There may be other adverse consequences to our business, financial condition and results of operations from the spread of COVID-19 or other diseases that we have not considered or have not become apparent. As a result, we cannot assure you that if COVID-19 continues to spread, or there are other significant disease outbreaks, it would not have a further adverse impact on our business, financial condition and results of operations.

Our continued success is dependent upon our ability to hire, retain, and utilize qualified personnel.

The success of our business is dependent upon our ability to hire, retain and utilize qualified personnel, including engineers, architects, designers, craft personnel and corporate leadership professionals who have the required experience and expertise at a reasonable cost. The market for these and other personnel is competitive. From time to time, it may be difficult to attract and retain qualified individuals with the expertise, and in the timeframe, demanded by our clients, or to replace such personnel when needed in a timely manner. In certain geographic areas, for example, we may not be able to satisfy the demand for our services because of our inability to successfully hire and retain qualified personnel. Furthermore, some of our personnel hold government granted clearance that may be required to obtain government projects. If we were to lose some or all of these personnel, they would be difficult to replace. Loss of the services of, or failure to recruit, qualified technical and leadership personnel could limit our ability to successfully complete existing projects and compete for new projects.

In addition, in the event that any of our key personnel retire or otherwise leave the Company, we need to have appropriate succession plans in place and to successfully implement such plans, which requires devoting time and resources toward identifying and integrating new personnel into leadership roles and other key positions. If we cannot attract and retain qualified personnel or effectively implement appropriate succession plans, it could have a material adverse impact on our business, financial condition and results of operations.

Sustained remote working arrangements may increase our costs and adversely impact our culture and ability to effectively train our personnel.

As a result of the COVID-19 pandemic, unprecedented numbers of employees worldwide shifted to working remotely across industries, including in our industry. Despite the easing of government mandated remote work, many employees continue to work remotely on either a full-time or hybrid basis. While we have begun voluntary phased re-openings in our offices in accordance with guidance provided by government agencies, the majority of our employees are currently still working remotely, and we expect sustained remote working arrangements to continue for a significant percentage of our employees.

Although many of our employees can effectively perform their responsibilities while working remotely, and the opportunity to work remotely may increase the geographic markets from where we may attract talent, some work is not well-suited for remote work, and that work may not be completed as efficiently as if it were performed on site. Additionally, we may be exposed to unexpected cybersecurity risks and additional information technology-related expenses as a result of remote working requirements.

As employees continue to work remotely, we must adopt new techniques and tools to effectively train and integrate new hires and preserve our culture. Failure to effectively train our employees could create challenges for us in maintaining high levels of employee awareness of, and compliance with, our internal procedures and external regulatory compliance requirements, in addition to increasing our recruiting, training and supervisory costs, while failure to preserve our culture for any reason could harm our future success, including our ability to retain and recruit personnel, innovate and operate effectively and execute on our business strategy.

Negotiations with labor unions and possible work actions could disrupt operations and increase labor costs and operating expenses.

A certain portion of our work force has entered into, and additional portions may in the future enter into, collective bargaining agreements, which on occasion may require renegotiation. The outcome of future negotiations relating to union representation or collective bargaining agreements may not be favorable to the Company in that they may increase our operating expenses and lower our net income as a result of higher wages or benefit expenses. In addition, negotiations with unions diverts management attention and could disrupt operations, which may adversely affect our results of operations. If we are unable to negotiate acceptable collective bargaining agreements, we may have to address the threat of union-initiated work actions, including work slowdowns and strikes. Depending on the nature of the threat or the type and duration of any work action, these actions could have a material adverse impact on our business, financial condition and results of operations.

Our professional reputation and relationships with government agencies are critical to our business, and any harm to our reputation or relationships could decrease the amount of business that governments do with us, which could have a material adverse effect on our business, financial condition and results of operations.

A significant portion of our revenue is earned directly or indirectly from various government agencies. If our reputation or relationships with these agencies were harmed, our future revenue and growth prospects would be materially and adversely affected. Our reputation and relationship with these government agencies is a key factor in maintaining and growing revenue under our government contracts. Negative press reports regarding poor contract performance, employee misconduct, information security breaches, engagements in or perceived connections to politically or socially sensitive activities, or other aspects of our business, or regarding government contractors generally, could harm our reputation. In addition, to the extent our performance under a contract does not meet a government agency’s expectations, the client might seek to terminate the contract prior to its scheduled expiration date, provide a negative assessment of our performance to government-maintained contractor past-performance data repositories, fail to award us additional business under existing contracts or otherwise, and direct future business to our competitors. If our reputation or relationships with these agencies are negatively affected, or if we are suspended or debarred from contracting with government agencies for any reason, such actions would decrease the amount of business that the government agency does with us, which would have a material adverse effect on our business, financial condition and results of operations.

Our focus on new growth areas for our business entails risks, including those associated with new relationships, clients, talent needs, capabilities, service and product offerings, and maintaining our collaborative culture and core values.

We are focused on growing our presence in our addressable markets by: expanding our relationships with existing clients, developing new clients by leveraging our core competencies, further developing our existing capabilities and service offerings, creating new capabilities and solutions offerings to address our clients' emerging needs, and undertaking business development efforts focused on identifying near-term developments and long-term trends that may pose significant challenges for our clients. These efforts entail inherent risks associated with innovation and competition from other participants in those areas, potential failure to help our clients respond to the challenges they face, our ability to comply with uncertain evolving legal standards applicable to certain of our offerings, including those in the cybersecurity area, and, with respect to potential international growth, risks associated with operating in foreign jurisdictions, such as compliance with applicable foreign and U.S. laws and regulations that may impose different and, occasionally, conflicting or contradictory requirements, and the economic, legal, and political conditions in the foreign jurisdictions in which we operate. As we attempt to develop new relationships, clients, capabilities, and service and product offerings, these efforts could harm our results of operations due to, among other things, a diversion of our focus and resources and actual costs, opportunity costs of pursuing these opportunities in lieu of others and a failure to reach a profitable return on our investments in new technologies, capabilities, and businesses, including expenses on research and development investments, and these efforts could ultimately be unsuccessful.

The needs of our customers change and evolve regularly. Our success depends upon our ability to identify emerging technological trends; develop technologically advanced, innovative, and cost-effective products and services; and market these products and services to our customers. For example, one of our business strategies is to invest in, develop and promote innovative climate response technologies and solutions in order to meet the demands of our public and private sector clients. A misalignment between the technologies and solutions we identify to invest in, develop and promote and our clients' needs may adversely impact our results of operations and reputation. Although we have strategies to mitigate this risk, we cannot assure you that we will identify the most effective technologies and solutions to invest in, promote or develop. Additionally, as we diversify and expand our product offerings, there is also an increased risk that one or more of our product offerings could fail to meet specifications in a particular application, or could be perceived by our customers to contain defects, which could result in our being liable for damages and losses that arise from such products. Products with defects, or which are otherwise incompatible with intended end uses, may also result in us having to recall such products, or provide additional services under the product warranty, which may impact our profitability. A failure of our products and solutions to meet specifications may materially adversely affect our business, results of operations, or financial condition.

Our success also depends on our continued access to suppliers of important technologies and components. The possibility exists that our competitors might develop new capabilities or service offerings that might cause our existing capabilities and service offerings to become obsolete. If we fail in our new capabilities development efforts or our capabilities or services fail to achieve market acceptance more rapidly than our competitors, our ability to procure new contracts could be negatively impacted, which would negatively impact our results of operations and financial condition.

In addition, with the growth of our U.S. and international operations, we provide client services and undertake business development efforts in numerous and disparate geographic locations, both domestically and internationally. Our ability to effectively serve our clients is dependent upon our ability to successfully leverage our operating model across all of these and any future locations, maintain effective management controls over all of our locations to ensure, among other things, compliance with applicable laws, rules and regulations, and instill our core values in all of our personnel at each of these and any future locations. Any inability to ensure any of the foregoing could have a material adverse effect on our business and results of operations.

Fluctuations in commodity prices may affect our customers' investment decisions and therefore subject us to risks of cancellation, delays in existing work, or changes in the timing and funding of new awards.

Commodity prices can affect our customers in a number of ways. For example, for those customers that produce commodity products such as oil, gas, copper, or fertilizers, fluctuations in price can have a direct effect on their profitability and cash flow and, therefore, their willingness to continue to invest or make new capital investments. Furthermore, declines in commodity prices can negatively impact our business in regions whose economies are substantially dependent on commodity prices, such as the Middle East. To the extent commodity prices decline or fluctuate and our customers defer new investments or cancel or delay existing projects, the demand for our services decreases, which may have a material adverse impact on our business, financial condition and results of operations.

Commodity prices can also strongly affect the costs of projects. Rising commodity prices can negatively impact the potential returns on investments that are planned, as well as those in progress, and result in customers deferring new investments or canceling or delaying existing projects. Cancellations and delays have affected our past results and may continue to do so in significant and unpredictable ways and could have a material adverse impact on our business, financial condition and results of operations.

Risks Related to International Operations

Our international operations are exposed to additional risks and uncertainties, including unfavorable political developments and weak foreign economies.

For fiscal 2022, approximately 34% of our revenue was earned from clients outside the U.S. Our business is dependent on the continued success of our international operations, and we expect our international operations to continue to account for a significant portion of our total revenues. Our international operations are subject to a variety of risks, including:

- Recessions and other economic crises in other regions, such as Europe, Asia or other specific foreign economies and the impact on our costs of doing business in those countries;
- Difficulties in staffing and managing foreign personnel and operations, including challenges related to logistics, communications and professional licensure of our international workforce;
- Unexpected changes in foreign government policies and regulatory requirements;
- Potential non-compliance with a wide variety of laws and regulations, including anti-corruption, export control and anti-boycott laws and similar non-U.S. laws and regulations;
- Potential non-compliance with regulations and evolving industry standards regarding consumer protection and data use and security, including the General Data Protection Regulation approved by the European Union and the Data Protection Act approved by the United Kingdom;
- Lack of developed legal systems to enforce contractual rights;
- Expropriation and nationalization of our assets in a foreign country;
- Renegotiation or nullification of our existing contracts;
- The adoption of new, and the expansion of existing, trade or other restrictions;
- Embargoes, duties, tariffs or other trade restrictions, including sanctions;
- Geopolitical developments that impact our or our clients' ability to operate in a foreign country;
- Changes in labor conditions;
- Acts of war, aggression between nations, civil unrest, force majeure, and terrorism;
- The ability to finance efficiently our foreign operations;
- Social, political, and economic instability;
- Changes to tax policy;
- Currency exchange rate fluctuations;
- Limitations on the ability to repatriate foreign earnings; and
- U.S. government policy changes in relation to the foreign countries in which we operate.

The lack of a well-developed legal system in some of these countries may make it difficult to enforce our contractual rights. In addition, military action, geopolitical shifts or continued unrest, particularly in the Middle East, could disrupt our operations in the region and elsewhere and may impact the supply or pricing of oil, increase our security costs and cost of compliance with local laws, and present risks to our reputation. Additionally, recent events, including changes in U.S. trade policies and responsive changes in policy by foreign jurisdictions and similar geopolitical developments and uncertainty in the E.U., Asia and elsewhere, have increased levels of political and economic unpredictability globally, and may increase the volatility of global financial markets and the global and regional economies.

In addition, our globally connected talent force collaborates to deliver solutions for clients, agnostic of geography. This relies upon client procurement models that are open to global professional service provision. Increased nationalization and heightened “buy-local” policies and regulation could reduce the effectiveness and competitive differentiation enabled by our global delivery model and compound the existing talent shortage in key geographies. To the extent our international operations are affected by unexpected or adverse economic, political and other conditions, our business, financial condition and results of operations may be adversely affected.

Foreign exchange risks may affect our ability to realize a profit from certain projects.

We are a global professional services company, with our international operations accounting for approximately 34% of our annual revenue in fiscal year 2022. Fluctuations in exchange rates for foreign currencies have reduced, and could continue to reduce, the U.S. dollar value of sales, earnings and cash flows we receive from non-U.S. markets, negatively impact our competitiveness in those markets or otherwise adversely impact our business results, reported financial condition and the U.S. dollar value of our backlog. Our reported financial condition and results of operations are exposed to the effects (both positive and negative) that fluctuating exchange rates have on the process of translating the financial statements of our international operations, which are denominated in currencies other than the U.S. dollar, into the U.S. dollar.

In addition, fluctuations in exchange rates may increase our supply costs (as measured in U.S. dollars) in international markets. While we generally attempt to denominate our contracts in the currencies of our expenditures, we do enter into contracts that expose us to currency risk, particularly to the extent contract revenue is denominated in a currency different than the contract costs. We may attempt to minimize our exposure from currency risks by obtaining escalation provisions for projects in inflationary economies or entering into derivative (hedging) instruments, when there is currency risk exposure that is not naturally mitigated via our contracts. These actions, however, may not always eliminate currency risk exposure. The governments of certain countries have or may in the future impose restrictive exchange controls on local currencies and it may not be possible for us to engage in effective hedging transactions to mitigate the risks associated with fluctuations in a particular currency. We may also be exposed to limitations on our ability to reinvest earnings from operations in one country to fund the financing requirements of our operations in other countries.

Our global presence could give rise to material fluctuations in our income tax rates.

We are subject to income taxes in the U.S. and numerous foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. We are regularly under audit by tax authorities. Although we believe that our tax estimates and tax positions are reasonable, they could be materially affected by many factors including the final outcome of tax audits and related litigation, the introduction of new tax accounting standards, legislation, regulations and related interpretations, our global mix of earnings, the realizability of deferred tax assets and changes in uncertain tax positions. An increase or decrease in our effective tax rate, or an ultimate determination that the Company owes more taxes than the amounts previously accrued, could have a material adverse impact on our financial condition and results of operations.

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

Some of our services are performed in high-risk locations, where the country or location is subject to political, social or economic risks, or war, terrorism or civil unrest. In those locations where we have employees or operations, we may expend significant efforts and incur substantial security costs to maintain the safety of our personnel. Despite these activities, in these locations, we cannot always guarantee the safety of our personnel . Acts of terrorism and threats of armed conflicts in or around various areas in which we operate could limit or disrupt markets and our operations, including disruptions resulting from the evacuation of personnel or the cancellation of contracts. The loss of key employees or contractors, whether as a result of injury, death or attrition, may adversely impact our business operations .

Our operations may be impacted by the United Kingdom's exit from the European Union.

On December 24, 2020, the E.U. and the U.K. agreed the terms of a trade and cooperation agreement, which sets out the terms of their future relationship, which we refer to as the Trade Agreement, in connection with the U.K.'s exit from the E.U., commonly referred to as "Brexit." The Trade Agreement was approved by the U.K. Parliament, and applied provisionally until the end of April 2021, when the European Parliament approved the Trade Agreement. The Trade Agreement offers U.K. and E.U. businesses preferential access to each other's markets, ensuring imported goods will be free of tariffs and quotas. However, economic relations between the U.K. and the E.U. will now be on more restricted terms than before and there remains uncertainty around the post-Brexit regulatory environment, as the provisions of the Trade Agreement do not cover the services sector.

These restrictions may adversely affect our relationships with our existing and future customers, suppliers, employees, and subcontractors, or otherwise have an adverse effect on our business, financial condition and results of operations. The diverging regulatory environments also add additional complexity to our compliance programs. This uncertainty could cause significant economic disruption and further depress consumer confidence and the economy of the U.K., which may cause our customers to closely monitor their costs, terminate or reduce the scope of existing contracts, decrease or postpone currently planned contracts, or negotiate for more favorable deal terms, each of which may have a negative impact on our business, financial condition and results of operations.

Risks Related to Acquisitions, Investments, Joint Ventures and Divestitures

If we, or any of our subsidiaries or companies in which we have made strategic investments, lose, or experience a significant reduction in, business from one or a few customers, it could have a material adverse impact on us.

A few clients have in the past, and may in the future, account for a significant portion of our revenue and/or backlog, or the revenue and/or backlog for our subsidiaries or companies in which we have made strategic investments, in any one year or over a period of several consecutive years. For example, in fiscal 2022, 2021 and 2020, approximately 31%, 33% and 33%, respectively, of our revenue was earned directly or indirectly from agencies of the U.S. federal government. Although we have long-standing relationships with many of our significant clients, our clients may unilaterally reduce, delay or cancel their contracts at any time. If we, or any of our subsidiaries or companies in which we have made strategic investments, lose, or experience a significant reduction in business from a significant client could have a material adverse impact on our business, financial condition, and results of operations.

Our use of joint ventures, partnerships and strategic investments in entities exposes us to risks and uncertainties, many of which are outside of our control.

As is common in our industry, we perform certain contracts as a member of joint ventures, partnerships, and similar arrangements. This situation exposes us to a number of risks, including the risk that our partners may be unable to fulfill their obligations to us or our clients.

Further, we have limited ability to control the actions of our joint venture partners, including with respect to nonperformance, default, bankruptcy or legal or regulatory compliance. Our partners may be unable or unwilling to provide the required levels of financial support to the partnerships. If these circumstances occur, we may be liable for claims and losses attributable to the partner by operation of law or contract. These circumstances could also lead to disputes and litigation with our partners or clients, all of which could have a material adverse impact on our reputation, business, financial condition and results of operations.

We depend on the management effectiveness of our joint venture partners. Differences in views among the joint venture participants may result in delayed decisions or in failures to agree on major issues, which could materially affect the business and operations of these ventures. In addition, in many of the countries in which we engage in joint ventures, it may be difficult to enforce our contractual rights under the applicable joint venture agreement. If we are not able to enforce our contractual rights, we may not be able to realize the benefits of the joint venture or we may be subject to additional liabilities.

We participate in joint ventures and similar arrangements in which we are not the controlling partner. In these cases, we have limited control over the actions of the joint venture. These joint ventures may not be subject to the same requirements regarding internal controls and internal control over financial reporting that we follow. To the extent the controlling partner makes decisions that negatively impact the joint venture or internal control problems arise within the joint venture, it could have a material adverse impact on our business, financial condition and results of operations.

The failure by a joint venture partner to comply with applicable laws, regulations or client requirements could negatively impact our business and, for government clients, could result in fines, penalties, suspension or even debarment being imposed on us, which could have a material adverse impact on our business, financial condition and results of operations.

An impairment charge on our goodwill or intangible assets could have a material adverse impact on our financial position and results of operations.

Because we have grown in part through acquisitions, goodwill and intangible assets represent a substantial portion of our assets. As of September 30, 2022, we had $7.18 billion of goodwill, representing 49.0% of our total assets of $14.66 billion. Under U.S. GAAP, we are required to test goodwill carried in our Consolidated Balance Sheets for possible impairment on an annual basis, and whenever events occur, or circumstances change, that indicate impairments could exist, based upon a fair value approach. We also assess the recoverability of the unamortized balance of our intangible assets when indications of impairment are present based on expected future probability and undiscounted expected cash flows and their contribution to our overall operations. We have chosen to perform our annual impairment reviews of goodwill at the beginning of the fiscal fourth quarter.

If our market capitalization drops significantly below the amount of net equity recorded on our balance sheet, it might indicate a decline in our fair value and would require us to further evaluate whether our goodwill has been impaired. If the fair value of our reporting units is less than their carrying value, we could be required to record an impairment charge. The amount of any impairment could be significant and could have a material adverse impact on our financial position and results of operations for the period in which the charge is taken. For a further discussion of goodwill impairment testing, please see Item 7- *Management's Discussion and Analysis of Financial Condition and Results of Operations* below.

Our business strategy relies in part on acquisitions and strategic investments to sustain our growth. These transactions present certain risks and uncertainties.

Our business strategy involves growth through, among other things, the acquisition of, and strategic investments in, other companies, such as our acquisitions of CH2M, KeyW, John Wood Group's nuclear business, Buffalo Group, BlackLynx and StreetLight and we completed a strategic investment in PA Consulting in March 2021. These transactions, as well as transactions we may engage in in the future, present a number of risks, including:

- Assumption of liabilities of an acquired business, including liabilities that were unknown at the time the transaction was negotiated, such as if the target company failed to comply with U.S. federal, state, local and foreign laws and regulations and/or contractual requirements with government clients;
- Valuation methodologies may not accurately capture the value of the target company's business;
- Failure to realize anticipated benefits, such as cost savings, synergies, business opportunities and growth opportunities within the anticipated time-frame or at all;
- The loss of key customers or suppliers, including as a result of any actual or perceived conflicts of interest;
- Difficulties or delays in obtaining regulatory approvals, licenses and permits;
- Difficulties relating to combining previously separate entities into a single, integrated, and efficient business;
- For strategic investments in which we do not acquire 100% of the target company, the other equity holders may have consent rights over certain actions taken by the company, and in the event a target company continues to operate as a standalone company, it may result in additional costs;
- The effects of diverting leadership's attention from day-to-day operations to matters involving the integration of target companies;
- Potentially substantial transaction costs associated with business combinations, strategic investments and/or divestitures;
- Potential impairment resulting from the overpayment for an acquisition or investment or post-closing deterioration in the target company's business;
- Difficulties relating to assimilating the leadership, personnel, benefits, services, and systems of an acquired business and to assimilating marketing and other operational capabilities;
- Difficulties retaining key personnel of the target company;
- Increased burdens on our staff and on our administrative, internal control and operating systems, which may hinder our legal and regulatory compliance activities;

- Increased financial and accounting challenges and complexities in areas such as tax planning, treasury management, financial and non-financial (e.g. climate-related) reporting and internal controls;
- The potential for claims for damages by the sellers of any business if we enter into an acquisition agreement that we do not ultimately consummate, or if disputes arise post-closing relating to post-closing covenants or payment obligations; and
- The risks discussed in this Item 1A. Risk Factors that may relate to the activities of the acquired business prior to the acquisition.

While we may obtain indemnification rights from the sellers of acquired businesses and/or insurance that could mitigate certain of these risks, such rights may be difficult to enforce, the losses may exceed any dedicated escrow funds and the indemnitors may not have the ability to financially support the indemnity, or the insurance coverage may be unavailable or insufficient to cover all losses.

If our leadership is unable to successfully integrate acquired companies or implement our growth strategy with respect to acquisitions and/or strategic investments, our operating results could be harmed. Moreover, we cannot assure that we will continue to successfully expand or that growth or expansion will result in profitability.

In addition, there is no assurance that we will continue to locate suitable acquisition or investment targets or that we will be able to consummate any such transactions on terms and conditions acceptable to us. Existing cash balances and cash flow from operations, together with borrowing capacity under our credit facilities, may be insufficient to make acquisitions and/or strategic investments. Future acquisitions and/or strategic investments may require us to obtain additional equity or debt financing, which may not be available on attractive terms, or at all. Acquisitions and/or strategic investments may also bring us into businesses we have not previously conducted and expose us to additional business risks that are different than those we have traditionally experienced.

Acquisitions, strategic investments and divestitures create various business risks and uncertainties during the pendency of the transaction.

Consummation of any merger, strategic investment or divestiture is subject to the satisfaction of customary conditions, including one or more of the following: (i) due diligence and its associated time and cost commitments, (ii) board and shareholder approval, (iii) regulatory approvals, (iv) the absence of any legal restraint that would prevent the consummation of the transaction, (v) the absence of material adverse conditions which can prevent the consummation of the transaction, and (vi) compliance with covenants and the accuracy of representations and warranties contained in the transaction agreement, among others. One or more of these conditions may not be fulfilled and, accordingly, the transaction may not be consummated or may be significantly delayed. In such case, our ongoing business, financial condition and results of operations may be materially adversely affected and the market price of our common stock may decline, particularly to the extent that the market price reflects a market assumption that the transaction will be consummated or will be consummated within a particular timeframe.

Furthermore, most transactions require the Company to incur substantial expense associated with closing and if the transaction is not consummated, we will incur these expenses without realizing the expected benefits. The pursuit of the transaction will also require management attention and use of internal resources that would otherwise be focused on general business operations. In addition, customers’ uncertainty about the effect of the transaction may have an adverse effect on the ability to win customer contracts, or could cause existing clients to seek to change existing business relationships. Employee morale due to the uncertainties associated with the transaction could also be negatively affected. Any of the foregoing, or other risks arising in connection with a failure or delay in consummating a transaction, including the diversion of management attention or loss of other opportunities during the pendency of the transaction, could have a material adverse effect on our business, financial condition and results of operations.

We may make minority investments that subject us to risks and uncertainties outside of our control.

From time to time, the Company may make minority investments in the equity securities of companies that we do not control. Minority investments inherently involve a lesser degree of control over business operations, thereby potentially increasing the financial, legal, operational and/or compliance risks associated with the minority investment.

To the extent we hold only a minority equity interest in a company, we may lack affirmative control rights, which may diminish our ability to influence the company's affairs in a manner intended to enhance the value of our investment in the company. We could incur losses if the majority stakeholders or the management of the company takes risks or otherwise acts in a manner that does not serve our interests. In addition, we could be subject to reputational harm if the company in which the investment is made makes business, financial or management decisions with which we do not agree. These circumstances could also lead to disputes and litigation with management or employees of the company in which the investment is made, or its other stockholders.

In most cases, the companies in which we make investments will have indebtedness or equity securities, or may be permitted to incur indebtedness or to issue equity securities, that rank senior to our investment. We also may make investments in early-stage companies that depend on venture funding and are not profitable. In the event of insolvency, liquidation, dissolution, reorganization or bankruptcy of a company in which an investment is made, holders of debt instruments and securities ranking senior to our investment would typically be entitled to receive payment in full before distributions could be made in respect of our investment.

We may also enter into separate commercial arrangements with these companies, whether before, concurrently with, or after making a minority investment. In certain cases, the commercial arrangement may be a driving factor behind our investment. We cannot assure you that that the commercial arrangement will further our business strategy as we expected. We may not realize all the economic benefits expected from the commercial agreement, or realize the expected return on our investments.

Risks Related to Regulatory Compliance

Past and future environmental, health, and safety laws could impose significant additional costs and liabilities.

We are subject to a variety of environmental, health, and safety laws and regulations governing, among other things, discharges to air and water, the handling, storage and disposal of hazardous or waste materials and the remediation of contamination associated with the releases of hazardous substances, and human health and safety. These laws and regulations and the risk of attendant litigation can cause significant delays to a project and add significantly to its cost. Violations of these regulations could subject us and our management to civil and criminal penalties and other liabilities.

Various U.S. federal, state, local and foreign environmental laws and regulations may impose liability for property damage and costs of investigation and cleanup of hazardous or toxic substances on property currently or previously owned by us or arising out of our waste management or environmental remediation activities. These laws may impose responsibility and liability without regard to knowledge of or causation of the presence of contaminants. The liability under these laws may be joint and several. We have potential liabilities associated with our past waste management and other activities and with our current and prior ownership of various properties. The discovery of additional contaminants or the imposition of unforeseen clean-up obligations at these or other sites could have a material adverse impact on our financial condition and results of operations.

Health, safety, and environmental laws and regulations and policies are reviewed periodically and any changes thereto could affect us in substantial and unpredictable ways. Such changes could, for example, relax or repeal laws and regulations relating to the environment, which could result in a decline in the demand for our environmental services and, in turn, could negatively impact our revenue. Changes in the environmental laws and regulations, remediation obligations, enforcement actions, stricter interpretations of existing requirements, future discovery of contamination or claims for damages to persons, property, natural resources or the environment could result in material costs and liabilities that we currently do not anticipate. Failure to comply with any environmental, health, or safety laws or regulations, whether actual or alleged, exposes us to fines, penalties or potential litigation liabilities, including costs, settlements and judgments, any of which could adversely affect our business, financial condition and results of operations.

If we fail to comply with any governmental requirements, our business may be adversely affected.

We are subject to U.S. federal, state, local and foreign laws and regulations that affect our business. For example, our global operations require importing and exporting goods and technology across international borders which requires compliance with both export regulatory laws and International Trafficking in Arms Regulations ("ITAR"). Although we have policies and procedures to comply with U.S. and foreign international trade laws, the violation of such laws could subject the Company and its employees to civil or criminal penalties, including substantial monetary fines, or other adverse actions including denial of import or export privileges or debarment from participation in U.S. government contracts, and could damage our reputation and our ability to do business.

In addition, we and many of our clients operate in highly regulated environments, which requires us or our clients to obtain, and to comply with, federal, state and local government permits and approvals. These permits or approvals are subject to denial, revocation or modification under various circumstances. Failure to obtain or comply with, or the loss or modification of, the conditions of permits or approvals subjects us to the risk of penalties or other liabilities, could have a material adverse impact on our business, financial condition and result of operations.

We could be adversely affected by violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws.

The U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act of 2010, and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments for the purpose of obtaining or retaining business. Our policies mandate compliance with these anti-bribery laws, including the requirements to maintain accurate information and internal controls. We operate in many parts of the world that have experienced governmental corruption to some degree and in certain circumstances; strict compliance with anti-bribery laws may conflict with local customs and practices. Despite our training and compliance programs, there is no assurance that our internal control policies and procedures will protect us from acts committed by our employees or agents. If we are found to be liable for FCPA or other violations (either due to our own acts or our inadvertence, or due to the acts or inadvertence of others), we could suffer from civil and criminal penalties or other sanctions, including contract cancellations or debarment and loss of reputation, any of which could have a material adverse impact on our business, financial condition and results of operations.

Risks Related to Climate Change

Climate change and related environmental issues could have a material adverse impact on our business, financial condition and results of operations.

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

Further, the risks caused by climate change span across the full spectrum of the industry sectors we serve. Our services and solutions span water, energy, the natural and built environment, transportation, national security, cyber and aerospace. The direct physical risks that climate change poses to infrastructure through chronic environmental changes, such as rising sea levels and temperatures, and acute events, such as hurricanes, droughts and wildfires, is common to each of these sectors. Infrastructure owners could face increased costs to maintain their assets, which could result in reduced profitability and fewer resources for strategic investment. These types of physical risks could in turn lead to transitional risks (i.e., the degree to which society responds to the threat of climate change), such as market and technology shifts, including decreased demand for our services and solutions, reputational risks, such as how our values and practices regarding a low carbon transition are viewed by external and internal stakeholders, and policy and legal risks, such as the extent to which low carbon transitions are driven by the governments in which we operate around the globe, all of which could have a material adverse impact on our business, financial condition and results of operations.

We may be affected by market or regulatory responses to climate change.

Growing public concern about climate change has resulted in the increased focus of local, state, regional, national and international regulatory bodies on GHG emissions and climate change issues. The Biden Administration has made climate change and the limitation of GHG emissions one of its initial and primary objectives. Policy changes could increase the costs of projects for our clients or, in some cases, prevent a project from going forward, thereby potentially reducing the need for our services, which would in turn have a material adverse impact on our business, financial condition and results of operations. Further, climate legislation across all geographies poses a similar risk to us and our clients as we operate globally. However, policy changes and climate legislation could also increase the overall demand for our services as our clients and partners work to comply with such policies, such as by decarbonizing their industries, transitioning from fossil fuels to renewable energy sources and developing integrated and sustainable solutions, which could have a positive impact on our business. We cannot predict when or whether any of these various proposals may be enacted or what their effect will be on us or on our customers.

We may also incur additional expenses as a result of U.S. and international regulators requiring additional disclosures regarding GHG emissions. Compliance with such regulation and the associated potential cost is complicated by the fact that various countries and regions are following different approaches to the regulation of climate change.

We may be unable to achieve our climate commitments and targets.

At Jacobs, we have committed to help solve the climate crisis by setting ambitious climate commitments and targets, including our goal to be carbon negative for our operations and business travel. However, achievement of our climate commitments and targets, including our carbon negative goal, is subject to risks and uncertainties, many of which are outside of our control. These risks and uncertainties include, but are not limited to: our ability to execute our operational strategies and achieve our goals within the currently projected costs and the expected timeframes; the availability and cost of alternative fuels, global electrical charging infrastructure, off-site renewable energy and other materials and components; unforeseen design, operational and technological difficulties; the outcome of research efforts and future technology developments, including the ability to scale projects and technologies on a commercially competitive basis such as carbon sequestration and/or other related processes; compliance with, and changes or additions to, global and regional regulations, taxes, charges, mandates or requirements relating to GHG emissions, carbon costs or climate-related goals; labor-related regulations and requirements that restrict or prohibit our ability to impose requirements on third party contractors; adapting products to customer preferences and customer acceptance of sustainable supply chain solutions; the actions of competitors and competitive pressures; an acquisition of or merger with another company that has not adopted similar carbon negative goals or whose progress towards reaching its carbon negative goals is not as advanced as ours; and the pace of regional and global recovery from the COVID-19 pandemic. Accordingly, there is no assurance that we will be able to successfully execute our operational strategies and achieve our climate commitments and targets.

While our climate commitments and targets are ambitious, we believe that they are realistic and achievable. We have also developed a roadmap for implementation of our carbon reduction goals and our global emissions reduction trajectory suggests that we are on the pathway to meet our targets. However, we also recognize that some of our emission reductions over the past two years may have been primarily the result of the global COVID-19 pandemic. Our roadmap recognizes this and we are putting measures in place now to ensure that we remain on that same trajectory however we cannot guarantee that such measures will be successful. Failure to achieve our climate commitments and targets could damage our reputation and our customer and other stakeholder relationships. Further, investors have recently increased their focus on environmental, social and governance matters, including practices related to GHGs and climate change. An increasing percentage of the investment community considers sustainability factors in making investment decisions, and an increasing number of entities are considering sustainability factors in awarding business. If we are unable to meet our climate commitments and targets and appropriately address sustainability enhancement, we may lose investors, customers, or partners, our stock price may be negatively impacted, our reputation may be negatively affected, and it may be more difficult for us to compete effectively, all of which would have an adverse effect on our business, results of operations and financial condition.

Risks Related to Our Indebtedness and Credit Markets

We rely in part on liquidity from our credit facilities to fund our business. Restrictions in our credit facilities could adversely affect our business.

We are currently a borrower under several credit facilities. These facilities all contain customary covenants restricting, among other things, our ability to incur certain liens and indebtedness. We are also subject to certain financial covenants, including maintenance of a maximum consolidated leverage ratio. A breach of any covenant or our inability to comply with the required financial ratios could result in a default under one or more of our credit facilities and limit our ability to do further borrowing. We cannot assure you that we will be able to maintain compliance with these covenants in the future and, if we fail to do so, we may be prohibited from undertaking actions that are necessary or desirable to maintain or expand our business. Additionally, if it becomes necessary to refinance these borrowings on less favorable terms, or if we are unable to refinance at all, our results of operations and financial condition could be materially adversely affected by increased costs and rates.

Our business may be adversely affected by disruptions or lack of liquidity in the credit markets, including reduced access to credit and higher costs of obtaining credit.

We depend on the availability of credit to grow our business and to help fund business acquisitions. Instability in the credit markets in the U.S. or abroad, and continued inflation and rising interest rates could cause the availability of credit to be relatively difficult or expensive to obtain at competitive rates, on commercially reasonable terms or in sufficient amounts. This situation could make it more difficult or more expensive for us to access funds, refinance our existing indebtedness, enter into agreements for new indebtedness, or obtain funding through the issuance of securities or such additional capital may not be available on terms acceptable to us, or at all.

In addition, market conditions could negatively impact our clients' ability to fund their projects and, therefore, utilize our services, which could have a material adverse impact on our business, financial condition, and results of operations.

We also routinely enter into contracts with counterparties including vendors, suppliers and subcontractors that may be negatively impacted by events in the credit markets. Disruptions of the credit or capital markets could adversely affect our clients' ability to finance projects and could result in contract cancellations or suspensions, project delays and payment delays or defaults by our clients. In addition, clients may be unable to fund new projects, may choose to make fewer capital expenditures or otherwise slow their spending on our services or to seek contract terms more favorable to them. These circumstances could also lead to disputes and litigation with our partners or clients, which could have a material adverse impact on our reputation, business, financial condition and results of operations.

Furthermore, our cash balances and short-term investments are maintained in accounts held by major banks and financial institutions located primarily in North America, Europe, South America, Australia and Asia. Some of our accounts hold deposits in amounts that exceed available insurance. In addition, we are subject to the risk that the counterparties to our credit agreements may go bankrupt if they suffer catastrophic demand on their liquidity that will prevent them from fulfilling their contractual obligations to us. Although none of our lenders or the financial institutions in which we hold our cash and investments have gone into bankruptcy or forced receivership, or have been seized by their governments, there is a risk that such events may occur in the future. If any such events were to occur, we would be at risk of not being able to access cash, which may result in a temporary liquidity crisis that could impede our ability to fund our operations, which could have a material adverse impact on our business, financial condition and results of operations.

Maintaining adequate bonding and letter of credit capacity is necessary for us to successfully bid on and win some contracts.

In line with industry practice, we are often required to provide performance or payment bonds or letters of credit to our customers. These instruments indemnify the customer should we fail to perform our obligations under the contract. If a bond or a letter of credit is required for a particular project and we are unable to obtain an appropriate bond or letter of credit, we cannot pursue that project. Historically, we have had adequate bonding and letter of credit capacity but, as is typically the case, the issuance of a bond is at the surety's sole discretion and the issuance of a letter of credit is based on the Company's credit-worthiness. Because of an overall lack of worldwide bonding capacity, we may find it difficult to find sureties who will provide required levels of bonding or such bonding may only be available at significant additional cost. There can be no assurance that our bonding capacity will continue to be available to us on reasonable terms. In addition, future projects may require us to obtain letters of credit that extend beyond the term of our existing credit facilities. Our inability to obtain adequate bonding and, as a result, to bid on new contracts that require such bonding or letter of credit could have a material adverse impact on our business, financial condition and results of operations.

Risks Related to Our Common Stock and Corporate Structure

Our quarterly results may fluctuate significantly, which could have a material negative effect on the price of our common stock.

Our quarterly operating results may fluctuate significantly or fall below the expectations of securities analysts, which could have a material adverse impact on the price of our common stock. Fluctuations are caused by a number of factors, including:

- Legal proceedings, disputes and/or government investigations;
- Fluctuations in the spending patterns of our government and commercial customers;
- The number and significance of projects executed during a quarter;
- Unanticipated changes in contract performance, particularly with contracts that have funding limits;
- The timing of resolving change orders, requests for equitable adjustments, and other contract adjustments;
- Delays incurred in connection with a project;
- Changes in prices of commodities or other supplies;
- Changes in foreign currency exchange rates;
- Weather conditions that delay work at project sites;
- The timing of expenses incurred in connection with acquisitions or other corporate initiatives;
- The decision by the Board of Directors to begin or cease paying a dividend, and the expectation that if the Company pays dividends, it would declare dividends at the same or higher levels in the future;
- Natural disasters or other crises;
- Staff levels and utilization rates;
- Changes in prices of services offered by our competitors; and
- General economic and political conditions.

There can be no assurance that we will pay dividends on our common stock.

Our Board of Directors initiated a quarterly cash dividend program in fiscal 2017 under which we have paid, and intend to continue paying, regular quarterly dividends. The declaration, amount and timing of such dividends are subject to capital availability and determinations by our Board of Directors that cash dividends are in the best interest of our stockholders and are in compliance with all respective laws and applicable agreements. Our ability to pay dividends will depend upon, among other factors, our cash balances and potential future capital requirements for strategic transactions, including acquisitions, debt service requirements, results of operations, financial condition and other factors that our Board of Directors may deem relevant. A reduction in or elimination of our dividend payments and/or our dividend program could have a material negative effect on our stock price.

In the event we issue stock as consideration for certain acquisitions we may make, we could dilute share ownership, and if we receive stock in connection with a divestiture, the value of stock is subject to fluctuation.

One method of acquiring companies or otherwise funding our corporate activities is through the issuance of additional equity securities. If we issue additional equity securities, such issuances could have the effect of diluting our earnings per share as well as our existing shareholders' individual ownership percentages in the Company.

In addition, if we receive stock or other equity securities in connection with a sale or divestiture of a business, the value of such stock will fluctuate and/or be subject to trading restrictions. Stock price changes may result from, among other things, changes in the business, operations or prospects of the issuer prior to or following the transaction, litigation or regulatory considerations, general business, market, industry or economic conditions, the ability to sell all or a portion of the stock based on current market conditions, and other factors both within and beyond the control of the Company. In addition, if the stock received is valued in a currency other than U.S. dollars, the value of such stock will also fluctuate based on foreign currency rates.

Delaware law and our charter documents may impede or discourage a takeover or change of control.

We are a Delaware corporation. Certain anti-takeover provisions of the Delaware general corporation law impose restrictions on the ability of others to acquire control of us. In addition, certain provisions of our charter documents may impede or discourage a takeover. For example:

- Only our Board of Directors can fill vacancies on the board;
- There are various restrictions on the ability of a shareholder to nominate a director for election; and
- Our Board of Directors can authorize the issuance of preferred shares.

These types of provisions, as well as our ability to adopt a shareholder rights agreement in the future, could make it more difficult for a third party to acquire control of us, even if the acquisition would be beneficial to our shareholders. Accordingly, shareholders may be limited in the ability to obtain a premium for their shares.

We are a holding company. Substantially all of our business is conducted through our subsidiaries. We depend on the performance of our subsidiaries and their ability to make distributions to us to fund our operations.

We are a holding company. Substantially all of our business is conducted through our subsidiaries, which are separate and distinct legal entities. Therefore, we are reliant on the operations of our subsidiaries to fund (whether by dividend, distribution or loan) holding company operations, including our ability to pay dividends and service any indebtedness of the holding company. In addition, we cannot assure you that the agreements governing the existing and future indebtedness of our subsidiaries will permit our subsidiaries to provide us with sufficient dividends, distributions or loans to fund payments of dividends or other obligations of the holding company. In addition, any payment of dividends, distributions or loans to us by our subsidiaries could be subject to restrictions on dividends or repatriation of earnings under applicable local law and monetary transfer restrictions in the jurisdictions in which our subsidiaries operate. Furthermore, payments to us by our subsidiaries will be contingent upon our subsidiaries' earnings.

Item 1B. UNRESOLVED STAFF COMMENTS

None.

Item 2. PROPERTIES

Our properties consist primarily of office space within general, commercial office buildings located in major cities primarily in the following countries: United States; Armenia; Australia; Canada; China; Czech Republic; Egypt; France; Germany; Hong Kong; India; Indonesia; Iraq; Ireland; Italy; Japan; Kazakhstan; Malaysia; The Netherlands; New Zealand; The Philippines; Poland; Qatar; Romania; Saudi Arabia; Singapore; Slovakia; South Africa; South Korea; Sweden; Switzerland; Taiwan (Province of China); Thailand; Ukraine; United Arab Emirates and United Kingdom. We also lease smaller offices located in certain other countries. Such space is used for operations (providing technical, professional, and other home office services), sales and administration. The total amount of space leased by us for all of our operations is approximately 6.9 million square feet. We continue to evaluate our real estate needs in connection with changes in the Company's use of its leased space as a result of the COVID-19 pandemic, and as part of the integration of our prior acquisitions.

Item 3. LEGAL PROCEEDINGS

The information required by this Item 3 is included in Note 19- *Contractual Guarantees, Litigation, Investigations and Insurance* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K and is incorporated herein by reference.

Item 4. MINE SAFETY DISCLOSURE

None.

PART II

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

Market Information

Our common stock is listed on the New York Stock Exchange under the ticker symbol "J".

Shareholders

According to the records of our transfer agent, there were 2,733 shareholders of record as of November 11, 2022.

Dividend Policy

Our Board of Directors initiated a quarterly cash dividend program in fiscal 2017 under which we have paid, and intend to continue paying, regular quarterly dividends. The declaration, amount and timing of such dividends are subject to capital availability and determinations by our Board of Directors that cash dividends are in the best interest of our stockholders and are in compliance with all respective laws and applicable agreements. Our ability to pay dividends will depend upon, among other factors, our cash balances and potential future capital requirements for strategic transactions, including acquisitions, debt service requirements, results of operations, financial condition and other factors that our Board of Directors may deem relevant.

Share Repurchases

On January 16, 2020, the Company's Board of Directors authorized a share repurchase program of up to $1.0 billion of the Company's common stock, to expire on January 15, 2023 (the "2020 Repurchase Authorization"). In the fourth quarter of fiscal 2021 the Company launched an accelerated share repurchase program by advancing $250 million to a financial institution in a privately negotiated transaction, with final non-cash settlement on the program during the first quarter of fiscal 2022 of 342,054 shares.

The following table summarizes the activity under the 2020 Repurchase Authorization during the fourth quarter of fiscal 2022:

Period	Total Number of Shares Purchased	Average Price Per Share (1)	Total Number of Shares Purchased under the 2020 Repurchase Authorization	Approximate Dollar Value of Shares that May Yet Be Purchased Under the 2020 Repurchase Authorization
August 29, 2022 - September 30, 2022	276,244	$113.02	276,244	$500,991,805

(1) Includes commissions paid and calculated at the average price per share

As of September 30, 2022, the Company has $501.0 million remaining under the 2020 Repurchase Authorization.

Our share repurchase programs do not obligate the Company to purchase any shares. Share repurchases may be executed through various means including, without limitation, accelerated share repurchases, open market transactions, privately negotiated transactions, purchases pursuant to a Rule 10b5-1 plan or otherwise. The authorization for the share repurchase programs may be terminated, increased or decreased by the Company's Board of Directors in its discretion at any time. The timing, amount and manner of share repurchases may depend upon market conditions and economic circumstances, availability of investment opportunities, the availability and costs of financing, currency fluctuations, the market price of the Company's common stock, other uses of capital and other factors.

Unregistered Sales of Equity Securities

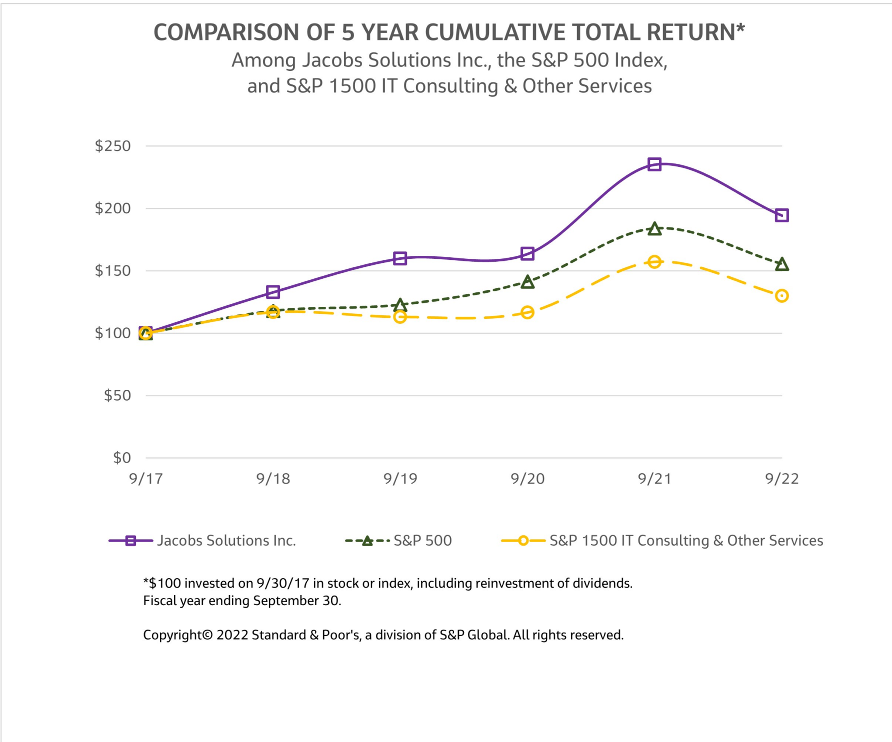
On February 4, 2022, the Company issued 6,620 shares of restricted stock in connection with its acquisition of Streetlight to certain stockholders in exchange for certain of their vested stock awards in StreetLight. These shares are subject to certain lockup restrictions agreed to by the Company and the shareholders. For further discussion of the StreetLight acquisition, see Note 15- *Other Business Combinations*.

These shares were issued in a transaction exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”) in reliance upon Section 4(a)(2) of the Securities Act. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the share certificates issued in these transactions.

Performance Graph

The following graph and table shows the changes over the five-year period ended September 30, 2022 in the value of $100 as of the close of market on September 29, 2017 in (1) the common stock of Jacobs Solutions Inc., (2) the Standard & Poor’s 500 Stock Index and (3) the Standard & Poor's 1500 IT Consulting & Other Services Index.

The values of each investment are based on share price appreciation, with reinvestment of all dividends, provided any were paid. The investments are assumed to have occurred at the beginning of the period presented. The stock performance included in this graph is not necessarily indicative of future stock price performance.



	2017	2018	2019	2020	2021	2022
Jacobs Solutions Inc.	100.00	132.80	159.90	163.55	235.25	194.31
S&P 500	100.00	117.91	122.93	141.55	184.02	155.55
S&P 1500 IT Consulting & Other Services	100.00	116.79	113.05	116.64	157.21	130.09

Item 6. [Reserved]

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

Critical Accounting Policies and Estimates

In order to better understand the changes that occur to key elements of our financial condition, results of operations and cash flows, a reader of this Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") should be aware of the critical accounting policies we apply in preparing our consolidated financial statements.

The consolidated financial statements contained in this report were prepared in accordance with U.S. GAAP. The preparation of our consolidated financial statements and the financial statements of any business performing long-term professional services, engineering and construction-type contracts requires management to make certain estimates and judgments that affect both the entity's results of operations and the carrying values of its assets and liabilities. Although our significant accounting policies are described in Note 2- *Significant Accounting Policies* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K, the following discussion is intended to highlight and describe those accounting policies that are especially critical to the preparation of our consolidated financial statements.

Revenue Accounting for Contracts

The Company recognizes engineering, procurement, and construction contract revenue over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer in accordance with ASC 606, *Revenue from Contracts with Customers*. Contracts that include engineering, procurement and construction services are generally accounted for as a single deliverable (a single performance obligation). In some instances, the Company's services associated with a construction activity are limited only to specific tasks such as customer support, consulting or supervisory services. In these instances, the services are typically identified as separate performance obligations.

The Company recognizes revenue using the percentage-of-completion method, based primarily on contract costs incurred to date compared to total estimated contract costs. Estimated contract costs include the Company's latest estimates using judgments with respect to labor hours and costs, materials, and subcontractor costs. The percentage-of-completion method (an input method) is the most representative depiction of the Company's performance because it directly measures the value of the services transferred to the customer. Subcontractor materials, labor and equipment and, in certain cases, customer-furnished materials and labor and equipment are included in revenue and cost of revenue when management believes that the company is acting as a principal rather than as an agent (e.g., the company integrates the materials, labor and equipment into the deliverables promised to the customer or is otherwise primarily responsible for fulfillment and acceptability of the materials, labor and/or equipment). Under the typical payment terms of our engineering, procurement and construction contracts, amounts are billed as work progresses in accordance with agreed-upon contractual terms at periodic intervals (e.g., biweekly or monthly) and customer payments are typically due within 30 to 60 days of billing, depending on the contract.

For service contracts, the Company recognizes revenue over time using the cost-to-cost percentage-of-completion method. In some instances where the Company is standing ready to provide services, the Company recognizes revenue ratably over the service period. Under the typical payment terms of our service contracts, amounts are billed as work progresses in accordance with agreed-upon contractual terms, and customer payments are typically due within 30 to 60 days of billing, depending on the contract.

Direct costs of contracts include all costs incurred in connection with and directly for the benefit of client contracts, including depreciation and amortization relating to assets used in providing the services required by the related projects. The level of direct costs of contracts may fluctuate between reporting periods due to a variety of factors, including the amount of pass through costs we incur during a period. On those projects where we are acting as principal for subcontract labor or third-party materials and equipment, we reflect the amounts of such items in both revenues and costs (and we refer to such costs as "pass through costs").

Accounting for Pension Plans

The accounting for pension plans requires the use of assumptions and estimates in order to calculate periodic pension cost and the value of the plans' assets and liabilities. These assumptions include discount rates, investment returns and projected salary increases, among others. The actuarial assumptions used in determining the funded statuses of the plans are provided in Note 13- *Pension and Other Postretirement Benefit Plans* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K.

The expected rates of return on plan assets ranged from 2% to 7% for fiscal 2022 and range from 3.3% to 7.5% fiscal 2023. We believe the range of rates selected for fiscal 2023 reflects the long-term returns expected on the plans' assets, considering recent market conditions, projected rates of inflation, the diversification of the plans' assets, and the expected real rates of market returns. The discount rates used to compute plan liabilities ranged from 2.4% to 7.4% in fiscal 2022 and range from 2.4% to 7.4% in fiscal 2023. These assumptions represent the Company's best estimate of the rates at which its pension obligations could be effectively settled.

Changes in the actuarial assumptions often have a material effect on the values assigned to plan assets and liabilities, and the associated pension expense. For example, if the discount rate used to value the net pension benefit obligation ("PBO") at September 30, 2022 was lower or higher by 1.0%, the PBO would have been higher or lower, respectively, at that date by approximately $156.8 million for non-U.S. plans, and by approximately $23.7 million for U.S. plans. If the expected return on plan assets was lower or higher by 1.0%, the net periodic pension cost for fiscal 2022 would be higher or lower, respectively, by approximately $21.2 million for non-U.S. plans, and by approximately $3.4 million for U.S. plans. Differences between actuarial assumptions and actual performance (i.e., actuarial gains and losses) that are not recognized as a component of net periodic pension cost in the period in which such differences arise are recorded to accumulated other comprehensive income (loss) and are recognized as part of net periodic pension cost in future periods in accordance with U.S. GAAP. Management monitors trends in the marketplace within which our pension plans operate in an effort to assure the reasonableness of the actuarial assumptions used.

Redeemable Noncontrolling Interests

In connection with the PA Consulting investment, the Company recorded redeemable noncontrolling interests, representing the interest holders' 35% equity interest in the form of preferred and common shares of PA Consulting. The preferred shares are entitled to a cumulative annual compounding 12% dividend based on the outstanding preferred share subscription price. These interest holders have certain option rights to put the preferred and common share interests back to the Company at a value based on the fair value of PA Consulting (the redemption values). The primary inputs and assumptions impacting the fair value of PA Consulting include projections of revenue and earnings before interest, taxes, depreciation and amortization and discount rates applied thereto. Additionally, the Company has an option to call the interests for certain individual shareholders in certain circumstances. Because the interests are redeemable at the option of the holders and not solely within the control of the Company, the Company classified the interests in redeemable noncontrolling interests within its Consolidated Balance Sheet at their redemption values. The optional redemption features may become exercisable no earlier than five years from the March 2, 2021 closing date, or upon the occurrence of certain other events.

The Company has deemed these interests probable of becoming redeemable in the future and requiring their measurement at the greater of (i) the redemption amount that would be paid if settlement occurred at the balance sheet date, or (ii) the historical value resulting from the original acquisition date fair value plus the impact of any earnings or loss attribution amounts, including dividends. The fair value of the PA Consulting redeemable noncontrolling interest is determined using a combination of the income and market approaches. Under the income approach, fair value is determined by using the projected discounted cash flows of PA Consulting. Under the market approach, the fair value is determined by reference to guideline companies that are reasonably comparable to PA Consulting; the fair value is estimated based on the valuation multiples of earnings before interest, taxes, depreciation and amortization.

Litigation, Investigations, and Insurance

In the normal course of business, we make contractual commitments, and on occasion we are a party in litigation or arbitration proceedings. The litigation in which we are involved primarily includes personal injury claims, professional liability claims, and breach of contract claims. We are also routinely subject to investigations and audits.

We maintain insurance coverage for most insurable aspects of our business and operations. Our insurance programs have varying coverage limits depending upon the type of insurance, and include certain conditions and exclusions which insurance companies may raise in response to any claim that the Company brings. We have also elected to retain a portion of certain losses, claims and liabilities that occur through the use of various deductibles, limits, and retentions under our insurance programs and utilize a number of internal financing mechanisms for these self insurance arrangements including the operation of certain captive insurance entities. As a result, we may be subject to a future liability for which we are only partially insured or completely uninsured. We intend to mitigate any such future liability by continuing to exercise prudent business judgment in negotiating the terms and conditions of the contracts which the Company enters with its clients. Our insurers are also subject to business risk and, as a result, one or more of them may be unable to fulfill their insurance obligations due to insolvency or otherwise.

Our Consolidated Balance Sheets include amounts representing our probable estimated liability relating to such claims, litigation, audits, and investigations. Our estimates of probable liabilities require us to make assumptions related to potential losses regarding our determination of amounts considered probable and estimable.

The Company believes, after consultation with counsel, that such litigation, U.S. government contract-related audits, investigations and claims, and income tax audits and investigations should not have a material adverse effect on our consolidated financial statements, beyond amounts currently accrued.

Goodwill and Intangible Assets

Goodwill represents the excess of the fair value of consideration transferred, plus the fair value of any non-controlling interests in the acquiree, over the fair value of the net assets acquired and liabilities assumed as of the acquisition date. We recognize purchased intangible assets in connection with our business acquisitions at fair value on the acquisition date.

The goodwill carried on our Consolidated Balance Sheets is tested annually for possible impairment, and on an interim basis if indicators of possible impairment exist. For purposes of impairment testing, goodwill is assigned to the applicable reporting units based on the current reporting structure. In performing the annual impairment test, we evaluate our goodwill at the reporting unit level. The Company performs the annual goodwill impairment test for the reporting units at the beginning of the fourth quarter of its fiscal year.

We evaluate impairment of goodwill either by assessing qualitative factors to determine whether it is more likely than not that the fair value of our reporting unit is less than its carrying amount, or by performing a quantitative assessment. Qualitative factors include industry and market considerations, overall financial performance, and other relevant events and circumstances affecting the reporting unit. If we choose to perform a qualitative assessment and after considering the totality of events or circumstances, we determine it is more likely than not that the fair value of our reporting unit is less than its carrying amount, we would perform a quantitative fair value test.

U.S. GAAP does not prescribe a specific valuation method for estimating the fair value of reporting units. Any valuation technique used to estimate the fair value of a reporting unit requires the use of significant estimates and assumptions, including revenue growth rates, operating margins, discount rates and future market conditions, among others.

We use income and market approaches to test our goodwill for possible impairment which requires us to make estimates and judgments. Under the income approach, fair value is determined by using the discounted cash flows of our reporting units. The Company’s discount rate reflects a weighted average cost of capital (“WACC”) for a peer group of companies representative of the Company’s respective reporting units. Under the market approach, the fair values of our reporting units are determined by reference to guideline companies that are reasonably comparable to our reporting units; the fair values are estimated based on the valuation multiples of the invested capital associated with the guideline companies. In assessing whether there is an indication that the carrying value of goodwill has been impaired, we utilize the results of both valuation techniques and consider the range of fair values indicated.

It is possible that changes in facts and circumstances, judgments and assumptions used in estimating the fair value, including with respect to market conditions and the economy, could change, resulting in possible impairment of goodwill in the future. The fair values resulting from the valuation techniques used are not necessarily representative of the values we might obtain in a sale of the reporting units to willing third parties.

For the 2022 fiscal year, we have determined that the fair value of our reporting units substantially exceeded their respective carrying values for the Consolidated Balance Sheets presented and any analysis beyond the qualitative level was not considered necessary.

Intangible assets with finite lives that arise from business acquisitions are amortized based on the period over which the contractual or economic benefit of the intangible assets are expected to be realized or on a straight-line basis over the useful lives of the underlying assets. These primarily consist of customer relationships, contracts and backlog, developed technology and trade names. We assess the recoverability of the unamortized balance of our intangible assets when indicators of impairment are present based on expected future profitability and undiscounted expected cash flows and their contribution to overall operations. Should the review indicate that the carrying value is not fully recoverable, the excess of the carrying value over the fair value of the intangible assets would be recognized as an impairment loss.

JACOBS SOLUTIONS INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS

For the Fiscal Years Ended September 30, 2022, October 1, 2021 and October 2, 2020

(In thousands, except per share information)

	September 30, 2022	October 1, 2021	October 2, 2020
Revenues	$ 14,922,825	$ 14,092,632	$ 13,566,975
Direct cost of contracts	(11,595,785)	(11,048,860)	(10,980,307)
Gross profit	3,327,040	3,043,772	2,586,668
Selling, general and administrative expenses	(2,409,190)	(2,355,683)	(2,050,695)
Operating Profit	917,850	688,089	535,973
Other Income (Expense):			
Interest income	4,489	3,503	4,729
Interest expense	(100,246)	(72,714)	(62,206)
Miscellaneous income (expense), net	54,254	76,724	(37,293)
Total other (expense) income, net	(41,503)	7,513	(94,770)
Earnings from Continuing Operations Before Taxes	876,347	695,602	441,203
Income Tax Expense for Continuing Operations	(160,903)	(274,781)	(55,320)
Net Earnings of the Group from Continuing Operations	715,444	420,821	385,883
Net (Loss) Earnings of the Group from Discontinued Operations	(32)	10,008	137,984
Net Earnings of the Group	715,412	430,829	523,867
Net Earnings Attributable to Noncontrolling Interests from Continuing Operations	(36,788)	(39,213)	(32,022)
Net (Earnings) Loss Attributable to Redeemable Noncontrolling Interests	(34,585)	85,414	—
Net Earnings Attributable to Jacobs from Continuing Operations	644,071	467,022	353,861
Net Earnings Attributable to Jacobs	$ 644,039	$ 477,030	$ 491,845
Net Earnings Per Share:			
Basic Net Earnings from Continuing Operations Per Share	$ 5.01	$ 3.15	$ 2.69
Basic Net Earnings from Discontinued Operations Per Share	$ —	$ 0.08	$ 1.05
Basic Earnings Per Share	$ 5.01	$ 3.22	$ 3.74
Diluted Net Earnings from Continuing Operations Per Share	$ 4.98	$ 3.12	$ 2.67
Diluted Net Earnings from Discontinued Operations Per Share	$ —	$ 0.08	$ 1.04
Diluted Earnings Per Share	$ 4.98	$ 3.20	$ 3.71

2022 Overview

Net earnings attributable to the Company from continuing operations for fiscal 2022 were $644.1 million (or $4.98 per diluted share), an increase of $177.0 million, or 37.9%, from $467.0 million (or $3.12 per diluted share) for the prior year. The current year results reflected higher year-over-year operating profit of $229.8 million, which benefited from the full-year operating results impact of the Company's PA Consulting investment acquired on March 2, 2021, the absence of one-time deal and related other charges in the 2021 fiscal period associated with this investment of approximately $297 million, including one-time compensation charges of $261 million and favorable year over year operating results for the remaining Jacobs businesses, primarily in P&PS, as discussed below in the *Segment Financial Information* section. These favorable operating profit impacts were offset in part by higher year-over-year Restructuring and other charges and transaction costs (excluding the above mentioned one-time deal and related PA Consulting investment costs) in the current year, including pre-tax settlement charges associated with the Legacy CH2M Matter (as defined in Note 19 - Contractual Guarantees, Litigation, Investigations and Insurance) of $91.3 million, approximately $27 million in third party recoveries was recorded as receivables reducing selling, general & administrative expense (SG&A), $78.4 million associated with the Company's transformation initiatives relating to real estate rescaling (see Note 17 - *Restructuring and Other Charges)* and year-over-year increases in intangibles amortization costs of $48.8 million which was due mainly to full year impacts of acquired intangible assets from the PA Consulting investment.

Other income (expense), net was unfavorable $(49.0) million for the current year compared to corresponding fiscal 2021 amounts, due mainly to pre-tax fair value gains associated with our former investments in Worley stock (net of Worley stock dividend and related foreign exchange items) which was sold in the fourth quarter of fiscal 2021, and C3 (as defined in Note 8- *Joint ventures, VIEs and other investments)* of $34.7 million and $49.6 million, respectively, as well as higher interest expense of $27.5 million in the current year compared to the prior year due to higher outstanding levels of debt outstanding and higher interest rates. Additionally, current year fiscal 2022 other income (expense) benefited from the absence of the prior year $38.6 million impairment charges of our investment in AWE Management Ltd. ("AWE ML") as well as a $13.9 million gain on sale of a cost investment and other favorable items during the current fiscal 2022 year-to-date period.

Income taxes were lower in the current year by $(113.9) million due primarily to the absence of fiscal 2021 income taxes attributable to certain nondeductible compensation related charges associated with the Company's PA Consulting investment, and fiscal 2021 $25.6 million in tax law changes enacted in the United Kingdom and the prior year change in valuation allowance of $38.9 million and other miscellaneous favorable tax items combined with current year-to-date tax benefits of $33.1 million for a change in the realizability of foreign tax credits due to a change in the U.S. foreign tax credit regulations and $26.0 million for a change in judgment on the realizability of domestic deferred tax assets which are capital in nature.

Finally, unfavorable year-over-year net earnings impacts associated with redeemable noncontrolling interests of $120.0 million were attributable mainly to the absence of the 2021 period redeemable noncontrolling interests in connection with the non-controlling interest portion of the one-time compensation charges incurred in the PA Consulting investment mentioned above of approximately $91 million, as well as the impact of the full year-to-date effects of the redeemable noncontrolling interests share of PA Consulting's operating results in fiscal 2022. Fiscal 2021 earnings per share was impacted by the $(0.44) per share impact of the value allocation update between preferred and common shares for the PA Consulting investment.

For discussion of discontinued operations, see Note 17 - *Sale of Energy, Chemicals and Resources ("ECR") Business*.

On February 4, 2022, the Company acquired StreetLight Data, Inc. ("StreetLight") and on November 19, 2021, a subsidiary of Jacobs acquired BlackLynx ("BlackLynx"). For further discussion, see Note 15- *Other Business Combinations.*

Backlog at September 30, 2022 was $27.9 billion, up $1.2 billion, from $26.6 billion for the prior year. New prospects and new sales remain strong, and the Company continues to have a positive outlook for many of the industry groups and sectors in which our clients operate.

The Company continues to evaluate its leased office space for possible abandonment or sublease options and believes that further programs associated with these activities may be entered into in fiscal 2023, which could result in future significant right of use asset impairment charges and lease related property, equipment & improvements.

Results of Operations

Fiscal 2022 Compared to Fiscal 2021

Revenues for the year ended September 30, 2022 were $14.92 billion, an increase of $830.2 million, or 5.9%, from $14.09 billion for the prior year. The increase in revenues was due mainly to fiscal 2022 incremental revenues from the PA Consulting investment completed in March 2021, the Buffalo Group acquisition in November 2020, and the StreetLight and BlackLynx acquisitions in fiscal year 2022, as well as revenue benefits from increased spending in our U.S. government business sector client base. These increases in revenues for the current year were partially offset by declines in pass through revenues in our P&PS advanced facilities business. Additionally, the current fiscal year was unfavorably impacted by (1) certain large contract wind downs in the U.S and (2) foreign currency translation of $346.3 million in our international businesses, as compared to favorable impacts of $238.6 million for the corresponding period last year.

Pass through costs included in revenues for the year ended September 30, 2022 were $2.32 billion, in comparison to $2.38 billion in the prior year. In general, pass through costs are more significant on projects that have a higher content of field services activities. Pass through costs are generally incurred at specific points during the life cycle of a project and are highly dependent on the needs of our individual clients and the nature of the clients' projects. However, because we have hundreds of projects that start at various times within a fiscal year, the effect of pass through costs on the level of direct costs of contracts can vary between fiscal years without there being a fundamental or significant change to the underlying business.

Gross profit for the year ended September 30, 2022 was $3.33 billion, up $283.3 million, or 9.3%, from $3.04 billion for the prior year. Our gross profit margins were 22.3% and 21.6% for the years ended September 30, 2022 and October 1, 2021, respectively. The increase in our gross profit and gross profit margins were mainly attributable to the current year impacts of the recent business acquisitions mentioned above and favorable impacts from the business results of our PA Consulting investment on a year-to-date basis along with revenue benefits from increased spending in the U.S. government business sector noted above. The increases in gross profit during the current year were partially offset by the impacts from the recent large contract wind downs in the U.S. mentioned above, as well as increases in labor costs associated with moderation of COVID-19 mitigation efforts and a competitive labor market along with inflation impacts and incremental investments to support projected top-line growth.

See **Segment Financial Information** discussion for further information on the Company's results of operations at the operating segment level.

Selling, general & administrative expenses for the year ended September 30, 2022 were $2.41 billion, an increase of $53.5 million, or 2.3%, from $2.36 billion for the prior year. The current year's results were impacted by incremental SG&A expenses from the business acquisitions mentioned above (mainly PA Consulting) of $150.0 million (including $48.9 million in additional amortization expense for acquired intangibles and excluding the compensation related charge discussed below) due to the prior comparable period including activity related to the acquired businesses and investment in PA Consulting only for the partial periods subsequent to the applicable acquisition date. Additionally, Restructuring and other charges for fiscal 2022 included $91.3 million pre-tax attributable to the final settlement of the Legacy CH2M Matter, approximately $27 million in third party recoveries was recorded as receivables reducing SG&A, which is further discussed in Note 19- *Contractual Guarantees, Litigation, Investigations and Insurance)* and $78.3 million in costs associated in part with the Company's transformation initiatives relating to real estate. Also, fiscal 2022 SG&A expenses were impacted by higher personnel costs associated with investments in advance of expected growth anticipated in late 2022 and 2023. As noted above, the prior year included Restructuring and other charges of $261 million for pre-tax costs incurred in connection with the investment in PA Consulting, in part classified as compensation costs reported in selling, general and administrative expenses. Lastly, SG&A expenses benefited from favorable foreign exchange impacts of $76.4 million for the year ended September 30, 2022 as compared to unfavorable impacts of $75.9 million for fiscal 2021.

Net interest expense for the year ended September 30, 2022 was $95.8 million, an increase of $26.5 million from $69.2 million for the prior year. The increase in net interest expense year over year is primarily due to the higher levels of debt outstanding due to the funding of the StreetLight and BlackLynx acquisitions and increased borrowings associated with the payment of the Legacy CH2M Matter settlement in the current year, in addition to higher interest rates. Additionally, the increase is also impacted by higher levels of average debt outstanding related to the funding of the PA Consulting investment in March of fiscal 2021.

Miscellaneous income (expense), net for the year ended September 30, 2022 was income of $54.3 million, a decrease of $22.5 million as compared to $76.7 million in income for the prior year. The $22.5 million decrease from fiscal 2021 was due primarily to impacts in the prior year periods of pre-tax unrealized gains of $34.7 million associated with our former investment in Worley stock (including the Worley stock dividend) and certain foreign currency revaluations relating to the ECR sale, which was sold during fiscal year 2021 and $49.6 million in the Company's investment holding in C3, as further discussed in Note 11 - J*oint Ventures, VIEs and Other Investments*, respectively. Offsetting these favorable items in the prior year was an other-than-temporary impairment charge on our investment in AWE ML of $38.6 million. Fiscal 2022 benefited primarily from a $13.9 million pre-tax gain related to a cost method investment sold during the period.

The following table reconciles total income tax expense on continuing operations using the statutory U.S. federal income tax rate to the consolidated income tax expense on continuing operations shown in the accompanying Consolidated Statements of Earnings for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (dollars in thousands):

	For the Years Ended					
	September 30, 2022	%	October 1, 2021	%	October 2, 2020	%
Statutory amount	$ 184,033	21.0 %	$ 146,078	21.0 %	$ 92,652	21.0 %
State taxes, net of the federal benefit	19,316	2.2 %	14,564	2.1 %	7,254	1.6 %
Exclusion of tax on non-controlling interests	(7,533)	(0.9)%	(7,999)	(1.1)%	(6,622)	(1.5)%
Foreign:						
Difference in tax rates of foreign operations	(2,516)	(0.3)%	3,684	0.5 %	(6,267)	(1.4)%
Expense/(benefit) from foreign valuation allowance change	2,982	0.3 %	2,148	0.3 %	(16,861)	(3.8)%
Nondeductible compensation	—	— %	48,727	7.0 %	—	— %
U.S. tax cost (benefit) of foreign operations	48,843	5.6 %	35,228	5.1 %	42,992	9.7 %
Tax differential on foreign earnings	49,309	5.6 %	89,787	12.9 %	19,864	4.5 %
Foreign tax credits	(33,734)	(3.8)%	(25,230)	(3.6)%	(26,471)	(6.0)%
Tax Rate Change	3,210	0.4 %	25,588	3.7 %	(6,811)	— %
Valuation allowance	(59,121)	(6.7)%	38,928	5.6 %	—	— %
Uncertain tax positions	(1,439)	(0.2)%	978	0.1 %	(11,338)	(2.6)%
Other items:						
Energy efficient commercial buildings deduction	(2,681)	(0.3)%	(3,760)	(0.5)%	(7,267)	(1.6)%
Disallowed officer compensation	6,034	0.7 %	6,689	1.0 %	5,081	1.2 %
Stock compensation	(2,168)	(0.2)%	(9,946)	(1.4)%	(10,234)	(2.3)%
Other items – net	5,677	0.6 %	(896)	(0.1)%	(788)	(0.2)%
Total other items	6,862	0.8 %	(7,913)	(1.1)%	(13,208)	(3.0)%
Taxes on income from continuing operations	$ 160,903	18.4 %	$ 274,781	39.5 %	$ 55,320	12.5 %

The Company’s consolidated effective income tax rate for the year ended September 30, 2022 decreased to 18.4% from 39.5% for fiscal 2021. Key drivers for the year-over-year decrease in the effective tax rate include current year benefits of $33.1 million for a change in the realizability of foreign tax credits due to a change in the U.S. foreign tax credit regulations and $26.0 million for a change in judgment on the realizability of domestic deferred tax assets which are capital in nature, as compared to prior year unfavorable impacts from valuation allowances of $38.9 million. The prior year effective tax rate was also impacted by $261 million in nondeductible compensation relating to the PA investment post-completion compensation expense and $25.6 million related to tax rate changes in the United Kingdom.

Segment Financial Information

The following tables present total revenues and segment operating profit for each reportable segment (in thousands) and includes a reconciliation of segment operating profit to total U.S. GAAP operating profit by including certain corporate-level expenses and expenses relating to the Restructuring other charges (as defined in Note 17- *Restructuring and Other Charges)* and transaction costs (in thousands).

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Revenues from External Customers:			
Critical Mission Solutions	$ 5,233,629	$ 5,087,052	$ 4,965,952
People & Places Solutions	8,569,900	8,378,179	8,601,023
PA Consulting	1,119,296	627,401	—
Total	$ 14,922,825	$ 14,092,632	$ 13,566,975

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Segment Operating Profit:			
Critical Mission Solutions	$ 424,385	$ 447,161	$ 372,070
People & Places Solutions (1)	823,564	780,380	740,707
PA Consulting	232,225	151,071	—
Total Segment Operating Profit	1,480,174	1,378,612	1,112,777
Other Corporate Expenses (2)	(364,440)	(340,129)	(249,391)
Restructuring, Transaction and Other Charges (3)	(197,884)	(350,394)	(327,413)
Total U.S. GAAP Operating Profit	917,850	688,089	535,973
Total Other (Expense) Income, net (4)	(41,503)	7,513	(94,770)
Earnings from Continuing Operations Before Taxes	$ 876,347	$ 695,602	$ 441,203

(1) Includes $19.5 million, net, in charges related to a legal settlement for the year ended October 1, 2021.

(2) Other corporate expenses include intangibles amortization of $198.6 million, $149.8 million and $90.6 million for the years ended September 30, 2022, October 1, 2021 and October 2, 2020, respectively, with the comparative increase mainly attributable to higher amortization from the PA Consulting investment.

(3) Included in the year ended September 30, 2022 is $91.3 million pre-tax related to the final settlement of the Legacy CH2M Matter, net of previously recorded reserves, approximately $27 million in third party recoveries was recorded as receivables reducing SG&A and $78.3 million of real estate impairment charges. Included in the year ended October 1, 2021 is $297.8 million of costs incurred in connection with the investment in PA Consulting, in part classified as compensation costs. Included in the years ended October 1, 2021 and October 2, 2020 were $2.4 million and $161.4 million in charges associated mainly with real estate impairments.

(4) The year ended September 30, 2022 included a $13.9 million gain related to a cost method investment sold during the period and a gain of $8.7 million related to lease terminations. The years ended October 1, 2021 and October 2, 2020 include $34.7 million and $(74.3) million in fair value adjustments related to our investment in Worley stock (net of Worley stock dividends) and certain foreign currency revaluations relating to ECR sale proceeds, respectively. The year ended October 1, 2021 includes $(38.5) million related to impairment of our AWE Management Ltd. investment and $49.6 million in fair value adjustments related to our investment in C3 stock. The investments in Worley and C3 were sold in fiscal 2021 and therefore there are no comparable amounts in the current fiscal year. Additionally, the increase in net interest expense year over year is primarily due to the higher levels of debt outstanding due to the funding of the StreetLight and BlackLynx acquisitions and increased borrowings associated with the payment of the Legacy CH2M Matter settlement in the current year, in addition to higher interest rates.

In evaluating the Company's performance by operating segment, the CODM reviews various metrics and statistical data for each Line of Business ("LOB") and PA Consulting, but focuses primarily on revenues and operating profit. As discussed above, segment operating profit includes not only local SG&A expenses but the SG&A expenses of the Company's support groups that have been allocated to the segments. In addition, the Company attributes each segment's specific incentive compensation plan costs to the segments. The revenues of the People & Places Solutions LOB are more affected by pass through revenues than the Critical Mission Solutions LOB or the PA Consulting segment. The methods for recognizing revenue, incentive fees, project losses and change orders are consistent among the segments.

In the first quarter of fiscal 2023, the Company will begin reporting an additional operating segment, Divergent Solutions (DVS), in addition to the current operating segments.

Critical Mission Solutions

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Revenue	$ 5,233,629	$ 5,087,052	$ 4,965,952
Operating Profit	$ 424,385	$ 447,161	$ 372,070

Critical Mission Solutions (CMS) segment revenues for the year ended September 30, 2022 were $5.23 billion, up $146.6 million, or 2.9%, from $5.09 billion for the prior year. Our increase in revenue was primarily attributable to recent acquisitions in addition to recent contract awards including the Department of Energy Nuclear remediation program, offset in part by several large U.S. Cyber and Intelligence contracts winding down in the U.S. Impacts on revenues from unfavorable foreign currency translation were approximately $69.1 million for the year ended September 30, 2022, compared to $61.8 million in favorable impacts in the corresponding prior year.

Operating profit for the segment was $424.4 million for the year ended September 30, 2022, down $22.8 million, or 5.1%, from $447.2 million for the prior year. The year-over-year decrease in operating profit was unfavorably impacted by the larger contract wind downs mentioned above, which carried higher profit margins. This is partly offset by new business and U.S. government contract awards during fiscal year 2022. Impacts on operating profit from unfavorable foreign currency translation were approximately $8.4 million for the year ended September 30, 2022, compared to $9.7 million in favorable impacts in the corresponding prior year.

People & Places Solutions

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Revenue	$ 8,569,900	$ 8,378,179	$ 8,601,023
Operating Profit	$ 823,564	$ 780,380	$ 740,707

Revenues for the People & Places Solutions (P&PS) segment for the year ended September 30, 2022 were $8.57 billion, up $191.7 million, or 2.3%, from $8.38 billion for the prior year. The increase in revenues from fiscal 2021 was primarily due to higher fee-based revenue from our advanced facilities and international businesses offset in part by lower pass through revenues across the business as compared to the prior year corresponding period. Foreign currency translation had an unfavorable impact of $195.0 million on our international business for the year ended September 30, 2022, compared to $176.8 million in favorable impacts in the corresponding prior year.

Operating profit for the segment for the year ended September 30, 2022 was $823.6 million, an increase of $43.2 million, or 5.5%, from $780.4 million for the comparative period in fiscal 2021. The year-over-year increase was driven by the revenue growth mentioned above but partially offset by higher personnel costs associated with investments in advance of expected growth anticipated in 2023. In addition, fiscal 2021 operating profit was impacted by $19.5 million in net charges related to a legal settlement. Impacts on operating profit from unfavorable foreign currency translation were approximately $33.9 million for the year ended September 30, 2022, compared to $30.9 million in favorable impacts in the corresponding prior year.

PA Consulting

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Revenue	$ 1,119,296	$ 627,401	$ —
Operating Profit	$ 232,225	$ 151,071	$ —

Revenues for the PA Consulting segment for the year ended September 30, 2022 were $1.12 billion, up $491.9 million, or 78.4%, from $627.4 million for the prior year. The increase in revenue was due primarily to the full year-to-date impact of revenues from our March 2, 2021 investment in PA Consulting and was also due to growth in the U.K. business. Foreign currency translation had a $82.2 million unfavorable impact on revenues in our international businesses for the year ended September 30, 2022, compared to a favorable impact of $50.9 million for the corresponding prior year.

Operating profit for the segment for the year ended September 30, 2022 was $232.2 million, an increase of $81.2 million, or 53.7%, from $151.1 million, for the prior year. The increase in operating profit from the prior year was due mainly to the full year-to-date impact of operating profit from our March 2, 2021 investment in PA Consulting, offset in part by PA Consulting normalization of utilization rates during the second half of fiscal year 2022. Foreign currency translation had a $17.1 million unfavorable impact on operating profit in our international businesses for the year ended September 30, 2022 and a favorable impact of $11.8 million for the corresponding prior year.

Other Corporate Expenses

Other corporate expenses were $364.4 million, $340.1 million and $249.4 million for the years ended September 30, 2022, October 1, 2021 and October 2, 2020, respectively. The increase from fiscal 2021 to fiscal 2022 was due primarily to higher intangible amortization expense from the StreetLight and BlackLynx acquisitions and the PA Consulting investment, as well as impacts from higher Company benefit program costs, partially offset by lower legal costs and reduced employee related expenses in the fourth quarter.

Included in other corporate expenses in the above table are costs and expenses that relate to general corporate activities as well as corporate-managed benefit and insurance programs. Such costs and expenses include: (i) those elements of SG&A expenses relating to the business as a whole; (ii) those elements of our incentive compensation plans relating to corporate personnel whose other compensation costs are not allocated to the LOBs; (iii) the amortization of intangible assets acquired as part of business combinations; (iv) the quarterly variances between the Company’s actual costs of certain of its self-insured integrated risk and employee benefit programs and amounts charged to the LOBs; and (v) certain adjustments relating to costs associated with the Company’s international defined benefit pension plans. In addition, other corporate expenses may also include from time to time certain adjustments to contract margins (both positive and negative) associated with projects, as well as other items, where it has been determined that such adjustments are not indicative of the performance of the related LOB.

Restructuring and Other Charges

For discussion regarding Restructuring and other charges, see Note 17- *Restructuring and Other Charges* to the Consolidated Financial Statements.

Backlog Information

We include in backlog the total dollar amount of revenues we expect to record in the future as a result of performing work under contracts that have been awarded to us. Our policy with respect to Operations & Maintenance ("O&M") contracts, however, is to include in backlog the amount of revenues we expect to receive for one succeeding year, regardless of the remaining life of the contract. For national government programs (other than national government O&M contracts, which are subject to the same policy applicable to all other O&M contracts), our policy is to include in backlog the full contract award, whether funded or unfunded, excluding option periods. Because of variations in the nature, size, expected duration, funding commitments and the scope of services required by our contracts, the timing of when backlog will be recognized as revenues can vary greatly between individual contracts.

Consistent with industry practice, substantially all of our contracts are subject to cancellation or termination at the option of the client, including our U.S. government work. While management uses all information available to it to determine backlog, at any given time our backlog is subject to changes in the scope of services to be provided as well as increases or decreases in costs relating to the contracts included therein. Backlog is not necessarily an indicator of future revenues.

Because certain contracts (e.g., contracts relating to large Engineering, Procurement & Construction ("EPC") projects as well as national government programs) can cause large increases to backlog in the fiscal period in which we recognize the award, and because many of our contracts require us to provide services that span over several fiscal quarters (and sometimes over fiscal years), we evaluate our backlog generally on a year-over-year basis, but also on a sequential, quarter-over-quarter basis, where appropriate.

Please refer to Item 1A- *Risk Factors*, above, for a discussion of other factors that may cause backlog to ultimately convert into revenues at different amounts.

The following table summarizes our backlog for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in millions):

	September 30, 2022	October 1, 2021	October 2, 2020
Critical Mission Solutions	$ 10,561	$ 10,589	$ 9,104
People & Places Solutions	17,032	15,738	14,714
PA Consulting	269	304	—
Total	$ 27,862	$ 26,631	$ 23,818

Critical Mission Solutions backlog was generally consistent and in line with the prior year comparable period backlog. Critical Mission Solutions has been awarded a number of key opportunities in the U.S. government space for the years presented.

The increase in backlog in People & Places Solutions for the years presented was primarily driven by new business awards in our advanced facilities business.

The PA Consulting backlog was unfavorably impacted by the weakening British pound throughout the second half fiscal year 2022. Excluding foreign currency impacts, PA Consulting backlog benefited from modest growth.

Backlog relating to work to be performed either directly or indirectly for the U.S. federal government and its agencies totaled approximately $10.9 billion (or 39.1% of total backlog), $10.8 billion (or 40.5% of total backlog) and $8.5 billion (or 35.7% of total backlog) at September 30, 2022, October 1, 2021 and October 2, 2020, respectively. Most of our federal government contracts require that services be provided beyond one year. In general, these contracts must be funded annually (i.e., the amounts to be spent under the contract must be appropriated by the U.S. Congress to the procuring agency, and then the agency must allot these sums to the specific contracts).

We estimate that approximately $9.40 billion, or 33.7%, of total backlog at September 30, 2022 will be realized as revenues within the next fiscal year.

Consolidated backlog differs from the Company's remaining performance obligations as defined by ASC 606 primarily because of our national government contracts (other than national government O&M contracts). Our policy is to include in backlog the full contract award, whether funded or unfunded excluding the option periods while our remaining performance obligations represent a measure of the total dollar value of work to be performed on contracts awarded and in progress. Additionally, the Company includes our proportionate share of backlog related to unconsolidated joint ventures which is not included in our remaining performance obligations.

For a discussion on the year ended October 1, 2021 compared to the year ended October 2, 2020, please refer to Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended October 1, 2021.

Liquidity and Capital Resources

At September 30, 2022, our principal sources of liquidity consisted of $1.14 billion in cash and cash equivalents and $1.14 billion of available borrowing capacity under our $2.25 billion revolving credit agreement (the "Revolving Credit Facility"). We finance much of our operations and growth through cash generated by our operations.

The amount of cash and cash equivalents at September 30, 2022 represented an increase of $126.2 million from $1.01 billion at October 1, 2021, the reasons for which are described below.

Our cash flow provided by operations of $474.7 million during fiscal 2022 was comparatively lower than the $726.3 million in cash flow provided by operations for the prior year. This change was due primarily to the Legacy CH2M Matter cash settlement paid in the current fiscal year and the impact of the PA Consulting post-completion compensation payments made during the prior fiscal year, with the absence of these two items resulting in near-flat year-over-year cash flow from operations.

Our cash used for investing activities for fiscal 2022 of $538.42 million was comparatively lower than the $1.38 billion cash used for investing activities for the prior year. The decrease was due primarily to the acquisitions of StreetLight and BlackLynx in the current year compared to the considerably larger prior year investment in PA Consulting and the Buffalo Group acquisition, partially offset by proceeds received from the Company's disposal of the Worley and C3 investments and the final ECR sale working capital settlement in fiscal 2021.

Our cash provided by financing activities for the fiscal year ended 2022 of $320.2 million resulted mainly from net proceeds from borrowings of $719.0 million primarily in connection with the StreetLight and BlackLynx acquisitions and funding of the Legacy CH2M Matter cash settlement, offset by cash used for share repurchases of $281.9 million and $115.9 million in dividends to shareholders. Cash provided by financing activities was $799.0 million in fiscal 2021 and resulted mainly from net proceeds from borrowings of $1.22 billion, partially offset by common stock repurchases of $274.9 million and dividend payments to shareholders of $107.2 million.

At September 30, 2022, the Company had approximately $230.5 million in cash and cash equivalents held in the U.S. and $909.9 million held outside of the U.S. (primarily in the U.K., the Eurozone, Australia, India, Japan, Israel, Canada and the United Arab Emirates), which is used primarily for funding operations in those regions. Other than the tax cost of repatriating funds to the U.S. (see Note 7- *Income Taxes* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K), there are no material impediments to repatriating these funds to the U.S.

In connection with the Company's implementation of a new holding company structure, which was completed in August 2022, the Company launched an offer to repurchase its outstanding Senior Notes, as defined in Note 9, *Borrowings,* at par plus accrued and unpaid interest, and without any make-whole premium. On October 7, 2022, the Company repaid $481 million of Senior Notes held by holders who accepted the offer with proceeds from our long-term Revolving Credit Facility.

On April 12, 2022, the Company paid cash of AUD640 million, or approximately $475 million using mid-April 2022 exchange rates, which represented the final settlement of Legacy CH2M Matter. For more information, refer to Note 19- *Contractual Guarantees, Litigation, Investigations and Insurance***.**

On February 4, 2022, the Company acquired StreetLight Data, Inc. ("StreetLight"). StreetLight is a pioneer of mobility analytics who uses its data and machine learning resources to shed light on mobility and enable users to solve complex transportation problems. The Company paid total base consideration of approximately $190.7 million in cash, and issued $0.9 million in equity and $5.2 million in in-the-money stock options to the former owners of StreetLight. The Company also paid off StreetLight's debt of approximately $1.0 million simultaneously with the consummation of the acquisition.

On November 19, 2021, Jacobs acquired BlackLynx, a provider of high-performance software, to complement Jacobs' portfolio of cyber, intelligence and digital solutions. The Company paid total base consideration of approximately $235.4 million in cash to the former owners of BlackLynx. In conjunction with the acquisition, the Company also paid off BlackLynx's debt of approximately $5.3 million simultaneously with the consummation of the acquisition.

On March 2, 2021, Jacobs completed the strategic investment of a 65% interest in PA Consulting, a UK-based leading innovation and transformation consulting firm. The total consideration paid by the Company was$1.7 billion, funded through cash on hand, a new term loan and draws on the Company's existing revolver. The remaining 35% interest is held by PA Consulting employees. See Note 14- *PA Consulting Business Combination* for more discussion on the investment and Note 9- *Borrowings* for more discussion on the financing for the transaction.

On January 20, 2021, the Company entered into an unsecured delayed draw term loan facility (the “2021 Term Loan Facility”) with a syndicate of financial institutions as lenders. Under the 2021 Term Loan Facility, the Company borrowed an aggregate principal amount of $200.0 million and £650.0 million. The proceeds of the term loans were used primarily to fund the investment in PA Consulting. The 2021 Term Loan Facility contains affirmative and negative covenants and events of default customary for financings of this type that are consistent with those included in the Revolving Credit Facility and the Company’s unsecured term loan facility dated March 25, 2020 (the “2020 Term Loan Facility”). The 2020 Term Loan Facility and the 2021 Term Loan Facility are together referred to as the "Term Loan Facilities".

On November 24, 2020, a subsidiary of Jacobs completed the acquisition of Buffalo Group, a leader in advanced cyber and intelligence solutions which allows Jacobs to further expand its cyber and intelligence solutions offerings to government clients. The Company paid total consideration of $190.1 million, which was comprised of approximately $182.4 million in cash to the former owners of Buffalo Group and contingent consideration of $7.7 million which was expected to be settled in fiscal 2022. See Note 15- *Other Business Combinations* for further discussion.

The Company had $280.5 million in letters of credit outstanding at September 30, 2022. Of this amount, $1.3 million was issued under the Revolving Credit Facility and $279.2 million was issued under separate, committed and uncommitted letter-of-credit facilities.

We believe we have adequate liquidity and capital resources to fund our projected cash requirements for the next twelve months based on the liquidity provided by our cash and cash equivalents on hand, our borrowing capacity and our continuing cash from operations.

We were in compliance with all of our debt covenants at September 30, 2022.

New Accounting Pronouncements

ASU 2020-04, *Reference Rate Reform*, (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting is intended to provide relief for entities impacted by reference rate reform and contains provisions and optional expedients designed to simplify requirements around designation of hedging relationships, probability assessments of hedged forecasted transactions and accounting for modifications of contracts that refer to LIBOR or other rates affected by reference rate reform. The guidance is elective and is effective on the date of issuance. ASU 2020-04 is applied prospectively to contract modifications and as of the effective date for existing and new eligible hedging relationships. The guidance is temporary and will generally not be applicable to contract modifications which occur after December 31, 2022. The adoption of the new guidance in the first quarter of fiscal 2022 allowed the Company to continue its British pound denominated interest rate hedge relationships which previously defined LIBOR as the benchmark interest rate and in December 2021 were amended to replace LIBOR with the Sterling Overnight Index Average rate ("SONIA").

ASU No. 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*, is effective for fiscal years beginning after December 15, 2022, with early adoption permitted. ASU 2021-08 requires contract assets and contract liabilities (i.e., deferred revenue) acquired in a business combination to be recognized and measured by the acquirer on the acquisition date in accordance with ASC 606, Revenue from Contracts with Customers. Generally, this new guidance will result in the acquirer recognizing contract assets and contract liabilities at the same amounts recorded by the acquiree. The Company adopted the new guidance in the first quarter of fiscal 2022 and the adoption had no impact on the Company's financial position, results of operations or cash flows.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We do not enter into derivative financial instruments for trading, speculation or other similar purposes that would expose the Company to market risk. In the normal course of business, our results of operations are exposed to risks associated with fluctuations in interest rates and currency exchange rates.

Interest Rate Risk

Please see the Note 9- *Borrowings* in Notes to Consolidated Financial Statements beginning on Page F-1 of this Annual Report on Form 10-K, which is incorporated herein by reference, for a discussion of the Revolving Credit Facility, Term Loan Facilities and Note Purchase Agreement.

Our Revolving Credit Facility, Term Loan Facilities and certain other debt obligations are subject to variable rate interest which could be adversely affected by an increase in interest rates. As of September 30, 2022, we had an aggregate of $2.9 billion in outstanding borrowings under our Revolving Credit Facility and Term Loan Facilities. Interest on amounts borrowed under these agreements is subject to adjustment based on the Company's Consolidated Leverage Ratio (as defined in the credit agreements governing the Revolving Credit Facility and the Term Loan Facilities). Depending on the Company's Consolidated Leverage Ratio, borrowings under the Revolving Credit Facility and the Term Loan Facilities bear interest at a Eurocurrency rate plus a margin of between 0.875% and 1.625% or a base rate plus a margin of between 0% and 0.625%. Additionally, if our consolidated leverage ratio exceeds a certain amount, the interest on the Senior Notes may increase by 75 basis points. However, as discussed in Note 18- *Commitments and Contingencies and Derivative Financial Instruments*, we have entered into swap agreements with an aggregate notional value of $876.2 million to convert the variable rate interest-based liabilities associated with a corresponding amount of our debt into fixed interest rate liabilities, leaving $2.0 billion in principal amount subject to variable interest rate risk. Additionally, during fiscal 2022, we entered into two treasury lock arrangements with an aggregate notional value of $500.0 million as of September 30, 2022, which is discussed in further detail in Note 18- *Commitments and Contingencies and Derivative Financial Instruments*.

For the year ended September 30, 2022, our weighted average floating rate borrowings that are subject to floating rate exposure were approximately $2.3 billion. If floating interest rates had increased by 1.00%, our interest expense for the year ended September 30, 2022 would have increased by approximately $22.6 million.

Foreign Currency Risk

In situations where our operations incur contract costs in currencies other than their functional currency, we sometimes enter into foreign exchange contracts to limit our exposure to fluctuating foreign currencies. We follow the provisions of ASC No. 815, *Derivatives and Hedging* in accounting for our derivative contracts. The Company has $298.2 million in notional value of exchange rate sensitive instruments at September 30, 2022. See Note 18- *Commitments and Contingencies and Derivative Financial Instruments* for discussion.

Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The information required by this Item 8 is submitted as a separate section beginning on page F-1 of this Annual Report on Form 10-K and is incorporated herein by reference.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

Item 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures are those controls and procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Securities Exchange Act of 1934, as amended (the "Exchange Act") are recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in our reports filed under the Exchange Act is accumulated and communicated to management, including our Chair and Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), to allow timely decisions regarding required disclosure.

The Company's management, with the participation of its Chair and Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), evaluated the effectiveness of the Company's disclosure controls and procedures as defined by Rule 13a-15(e) of the Exchange Act as of September 30, 2022, the end of the period covered by this Annual Report on Form 10-K (the "Evaluation Date"). Based on that evaluation, the Company's management, with the participation of the Chair and Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer) concluded that the Company's disclosure controls and procedures as of the Evaluation Date were effective to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to the Company's management, including the Company's Chair and Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), as appropriate to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining for the Company adequate internal control over financial reporting, as defined in Rule 13a-15(f) under the Exchange Act. Management, with the participation of its Chair and Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), has assessed the effectiveness of the Company's internal control over financial reporting as of the Evaluation Date based on the framework established in *"Internal Control—Integrated Framework,"* issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on this assessment, management has concluded that the Company's internal control over financial reporting as of the Evaluation Date was effective.

The Company's independent registered public accounting firm, Ernst & Young LLP, that audited the Company's consolidated financial statements included in this Annual Report on Form 10-K, also audited the effectiveness of our internal control over financial reporting as of September 30, 2022, as stated in their report included in this Annual Report on Form 10-K.

Changes in Internal Control

There were no changes in the Company's internal control over financial reporting during the Company's fiscal quarter ended September 30, 2022 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Limitations on Effectiveness of Controls

The Company's management, including its Chair and Chief Executive Officer and Chief Financial Officer, does not expect that its disclosure controls and procedures or its system of internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well designed or operated, can provide only reasonable, but not absolute, assurance that the objectives of the system of internal control are met. The design of the Company's control system reflects the fact that there are resource constraints, and that the benefits of such control systems must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control failures and instances of fraud, if any, within the Company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the intentional acts of individuals, by collusion of two or more people, or by management override of the controls. The design of any system of controls is also based in part on certain assumptions about the likelihood of future events, and there can be no assurance that the design of any particular control will always succeed in achieving its objective under all potential future conditions.

Item 9B. OTHER INFORMATION

None.

PART III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Directors, Executive Officers, Promoters and Control Persons

The information required by Paragraph (a), and Paragraphs (c) through (g) of Item 401 of Regulation S-K (except for information required by Paragraph (e) of that Item to the extent the required information pertains to our executive officers) and Item 405 of Regulation S-K is set forth under the caption "Members of the Board of Directors" and "Corporate Governance" in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference. The information required by Paragraph (b) of Item 401 of Regulation S-K, as well as the information required by Paragraph (e) of that Item to the extent the required information pertains to our executive officers, is set forth in Part I, Item 1 of this Annual Report on Form 10-K under the heading "Information About Our Executive Officers."

Code of Ethics

We have adopted a code of ethics for our Chair and Chief Executive Officer and senior financial officers; a code of business conduct and ethics for members of our Board of Directors and corporate governance guidelines. The full text of these codes of ethics and corporate governance guidelines are available at our website at www.jacobs.com. In the event we make any amendment to, or grant any waiver from, a provision of the code of ethics that applies to the principal executive officer, principal financial officer or principal accounting officer that requires disclosure under applicable SEC rules, we will disclose such amendment or waiver and the reasons therefor on our website. We will provide any person without charge a copy of any of the aforementioned codes of ethics upon receipt of a written request. Requests should be addressed to: Jacobs Solutions Inc., 1999 Bryan Street, Suite 1200, Dallas, Texas 75201, Attention: Corporate Secretary.

Corporate Governance

The information required by Items 407(d)(4) and (d)(5) of Regulation S-K is set forth under the caption "Corporate Governance" in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference.

Item 11. EXECUTIVE COMPENSATION

The information required by this Item is set forth under the captions "Corporate Governance," "Compensation Committee Report," "Compensation Discussion and Analysis" and "Executive Compensation" in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item is set forth in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this Item is set forth under the captions "Members of The Board of Directors," "Corporate Governance," and "Certain Relationships and Related Transactions" in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference.

Item 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The Company's independent registered public accounting firm is Ernst & Young, LLP, Dallas, TX, Auditor Firm ID: 42.

The information required by this Item is set forth under the captions “Report of the Audit Committee” and “Audit and Non-Audit Fees” in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference.

PART IV

EXHIBITS AND FINANCIAL STATEMENTS

Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as part of this report:

(1) The Company's Consolidated Financial Statements at September 30, 2022 and October 1, 2021 and for each of the three years in the period ended September 30, 2022, and the notes thereto, together with the report of the independent auditors on those Consolidated Financial Statements are hereby filed as part of this report, beginning on page F-1.

(2) Financial statement schedules – no financial statement schedules are presented as the required information is either not applicable, or is included in the consolidated financial statements or notes thereto.

(3) See Exhibit Index below.

(b) Exhibit Index:

2.1	Agreement and Plan of Merger among The KeyW Holding Corporation, Jacobs Engineering Group Inc. and Atom Acquisition Sub, Inc., dated April 21, 2019. Filed as Exhibit 2.1 to the Registrant's Current Report on Form 8-K on April 22, 2019 and incorporated herein by reference.
2.2	Amended and Restated Stock and Asset Purchase Agreement, dated as of April 26, 2019, by and between Jacobs Engineering Group Inc. and WorleyParsons Limited. Filed as Exhibit 2.1 to the Registrant's Current Report on Form 8-K on April 29, 2019 and incorporated herein by reference.
2.3	Implementation Deed, dated as of November 27, 2020, by and among PA Consulting Group Limited, CEP IV Garden S.A.R.L., Jacobs Consulting Solutions Limited, Jacobs Engineering Group Inc. and the persons set out in Schedule 1 thereto. Filed as Exhibit 2.1 to the Registrant's Current Report on Form 8-K on November 30, 2020 and incorporated herein by reference.
2.4	Warranty Deed, dated as of November 27, 2020, by and among the Warrantors named therein and Jacobs Consulting Solutions Limited. Filed as Exhibit 2.2 to the Registrant's Current Report on Form 8-K on November 30, 2020 and incorporated herein by reference.
3.1	Amended and Restated Certificate of Incorporation of Jacobs Solutions Inc. Filed as Exhibit 3.1 to the Registrant's Current Report on Form 8-K on August 29, 2022 and incorporated herein by reference.
3.2	Amended and Restated Bylaws of Jacobs Solutions Inc., dated as of October11, 2022. Filed as Exhibit 3.1 to the Registrant's Current Report on Form 8-K/A on October14, 2022 and incorporated herein by reference.
4.1†	Description of the Registrant's Securities.
10.1	Second Amended and Restated Credit Agreement, dated March 27, 2019, by and among Jacobs Engineering Group Inc., certain of its subsidiaries party thereto, the lenders party thereto and Bank of America, N.A., as administrative agent. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on March 28, 2019 and incorporated herein by reference.
10.2	First Amendment to Second Amended and Restated Credit Agreement, dated as of December 16, 2020, among Jacobs Engineering Group Inc., the designated borrowers party thereto, and the lenders thereto, and Bank of America, N.A., as administrative agent, to the Second Amended and Restated Credit Agreement dated as of March 27, 2019, by and among Jacobs Engineering, Inc., the designated borrowers party thereto, the lenders from time to time party thereto and Bank of America, N.A., as administrative agent. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on December 18, 2020 and incorporated herein by reference.
10.3	Second Amendment to Second Amended and Restated Credit Agreement, dated as of December 6, 2021, between Jacobs Engineering Group Inc. and Bank of America, N.A., as administrative agent, to the Second Amended and Restated Credit Agreement dated as of March 27, 2019, by and among Jacobs Engineering, Inc., the designated borrowers party thereto, the lenders party thereto, and Bank of America, N.A., as administrative agent. Filed as Exhibit 10.4 to the Registrants Quarterly Report on Form 10-Q for the first quarter of fiscal 2022 and incorporated herein by reference.
10.4†	Third Amendment to Second Amended and Restated Credit Agreement, dated as of August 26, 2022, between Jacobs Engineering Group Inc. and Bank of America, N.A., as administrative agent, to the Second Amended and Restated Credit Agreement dated as of March 27, 2019, by and among Jacobs Engineering, Inc., the designated borrowers party thereto, the lenders party thereto, and Bank of America, N.A., as administrative agent.

10.5	Note Purchase Agreement, dated March 12, 2018, by and between Jacobs Engineering Group Inc. and the Purchasers identified therein. Filed as Exhibit 4.1 to the Registrant's Current Report on Form 8-K on March 13, 2018, and incorporated herein by reference.
10.6	First Amendment to the Note Purchase Agreement, dated May 11, 2018, by and among Jacobs Engineering Group Inc. and the Purchasers identified therein. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on May 15, 2018 and incorporated herein by reference.
10.7	Credit Agreement, dated as of March 25, 2020, among Jacobs Engineering Group Inc. and Jacobs U.K. Limited, as borrowers, the lenders party thereto, Bank of America, N.A. as administrative agent, Bank of America, N.A., BNP Paribas and Wells Fargo Bank, N.A., as co-syndication agents, The Bank of Nova Scotia, HSBC Bank USA, National Association, USA, PNC Bank, National Association, TD Bank, N.A., Truist Bank and U.S. Bank National Association, as co-documentation agents, and BofA Securities, Inc., BNP Paribas Securities Corp. and Wells Fargo Securities, LLC, as joint lead arrangers and joint bookrunners. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on March 27, 2020 and incorporated herein by reference.
10.8	Amendment to Credit Agreement (LIBOR Transition), dated as of December 6, 2021, among Jacobs Engineering Group Inc. and Jacobs U.K. Limited, as borrowers, and Bank of America, N.A., as administrative agent, to the Credit Agreement, dated as of March 25, 2020, by and among Jacobs Engineering Group Inc. and Jacobs U.K. Limited, as borrowers, the lenders party thereto, and Bank of America, N.A. as administrative agent. Filed as Exhibit 10.5 to the Registrants Quarterly Report on Form 10-Q for the first quarter of fiscal 2022 and incorporated herein by reference.
10.9†	Second Amendment to Credit Agreement, dated as of August 26, 2022, among Jacobs Engineering Group Inc. and Jacobs U.K. Limited, as borrowers, and Bank of America, N.A., as administrative agent, to the Credit Agreement, dated as of March 25, 2020, by and among Jacobs Engineering Group Inc. and Jacobs U.K. Limited, as borrowers, the lenders party thereto, and Bank of America, N.A. as administrative agent.
10.10	Term Loan Agreement, dated as of January 20, 2021, among Jacobs Engineering Group Inc., the lenders party thereto, Bank of America, N.A., as administrative agent, Bank of America, N.A., BNP Paribas, TD Bank, N.A. and Wells Fargo Bank, National Associate, as co-syndication agents, The Bank of Nova Scotia, HSBC Bank USA, National Association, National Westminster Bank PLC, PNC Bank, National Association, and U.S. Bank National Association, as documentation agents, and BofA Securities, Inc., BNP Paribas Securities Corp.TD Securities (USA) LLC and Wells Fargo Securities, LLC, as joint lead arrangers and joint bookrunners. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on January 21, 2021 and incorporated herein by reference.
10.11	Amendment to Term Loan Agreement (LIBOR Transition), dated as of December 6, 2021, between Jacobs Engineering Group Inc. and Bank of America, N.A., as administrative agent, to the Term Loan Agreement, dated as of January 20, 2021, among Jacobs Engineering Group Inc., the lenders party thereto, and Bank of America, N.A., as administrative agent. Filed as Exhibit 10.6 to the Registrants Quarterly Report on Form 10-Q and incorporated herein by reference.
10.12†	Second Amendment to Term Loan Agreement, dated as of August 26, 2022, between Jacobs Engineering Group Inc. and Bank of America, N.A., as administrative agent, to the Term Loan Agreement, dated as of January 20, 2021, among Jacobs Engineering Group Inc., the lenders party thereto, and Bank of America, N.A., as administrative agent.
10.13#	Offer Letter by and between Jacobs Engineering Group Inc. and Steven J. Demetriou, dated July 10, 2015. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on July 16, 2015 and incorporated herein by reference.
10.14#	Offer Letter by and between Jacobs Engineering Group Inc. and Kevin C. Berryman, effective November 12, 2014. Filed as Exhibit 99.1 to Amendment No. 1 to the Registrant's Current Report on Form 8-K/A on November 17, 2014 and incorporated herein by reference.
10.15#	Offer letter by and between Jacobs Engineering Group Inc. and Robert V. Pragada, dated January 28, 2016. Filed as Exhibit 10.61 to the Registrant's fiscal 2016 Annual Report on Form 10-K and incorporated herein by reference.
10.16#	Offer letter by and between Jacobs Engineering Group Inc. and William Benton Allen, Jr. dated October 4, 2016. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on October 14, 2016 and incorporated herein by reference.
10.17#	Offer Letter by and between Jacobs Engineering Group Inc. and Dawne Hickton, effective June 3, 2019. Filed as Exhibit 10.2 to the Registrant's Current Report on Form 10-Q on August 5, 2019 and incorporated herein by reference.
10.18#	Form of Indemnification Agreement entered into between Jacobs Engineering Group Inc. and certain of its officers and directors. Filed as Exhibit 10.12 to the Company's Annual Report on Form 10-K on November 23, 2021 and incorporated herein by reference
10.19#	Jacobs Solutions Inc. 1989 Employee Stock Purchase Plan (as amended and restated on August 29, 2022). Filed as Exhibit 4.3 to the Registrant's Post Effective Amendment No. 1 to Form S-8 on August 29, 2022 and incorporated herein by reference.

10.20#	Jacobs Solutions Inc. (StreetLight) 2011 Stock Plan, as amended and restated, effective August 29, 2022. Filed as Exhibit 4.4 to the Registrant's Post Effective Amendment No. 1 to Form S-8 on August 29, 2022.
10.21#	Jacobs Engineering Group Inc. Executive Deferral Plan, effective January 1, 2018. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on October 2, 2017 and incorporated herein by reference.
10.22#†	Jacobs Solutions Inc. Directors Deferral Plan, as amended and restated effective August 29, 2022.
10.23#	Jacobs Solutions Inc. 1999 Stock Incentive Plan, as amended and restated, effective August 29, 2022. Filed as Exhibit 4.2 to the Registrant's Post Effective Amendment No. 1 to Form S-8 on August 29, 2022 and incorporated herein by reference.
10.24#	Jacobs Solutions Inc. 1999 Outside Director Stock Plan, as amended and restated effective August 29, 2022. Filed as Exhibit 4.1 to the Registrant's Post Effective Amendment No. 1 to Form S-8 on August 29, 2022 and incorporated herein by reference.
10.25#†	Jacobs Solutions Inc. Executive Severance Plan, as amended and restated effective November 16, 2022.
10.26#	Form of Restricted Stock Unit Agreement (with dividend equivalent rights) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.39 to the Registrant's fiscal 2017 Annual Report on Form 10-K and incorporated herein by reference.
10.27#	Form of Stock Option Award Agreement (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Outside Directors Stock Plan). Filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2016 and incorporated herein by reference.
10.28#	Form of Restricted Stock Unit Award Agreement (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Outside Directors Stock Plan). Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2016 and incorporated herein by reference.
10.29#	Form of Restricted Stock Unit Agreement (Performance Shares - Earnings Per Share Growth - 2018 Award) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2018 and incorporated herein by reference.
10.30#	Form of Restricted Stock Unit Agreement (Performance Shares - ROIC - 2018 Award) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.5 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2018 and incorporated herein by reference.
10.31#	Form of Restricted Stock Unit Agreement (Performance Shares - Earnings Per Share Growth - 2019 Award) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2018 filed February 6, 2019 and incorporated herein by reference.
10.32#	Form of Restricted Stock Unit Agreement (Performance Shares - ROIC - 2019 Award) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2018 filed February 6, 2019 and incorporated herein by reference.
10.33#	Form of Restricted Stock Unit Agreement (Time-Based Vesting) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.6 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2018 and incorporated herein by reference.
10.34#	Form of Restricted Stock Unit Agreement (awarded pursuant to the Jacobs Engineering Group, Inc. 1999 Outside Director Stock Plan). Filed as Exhibit 10.7 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2018 and incorporated herein by reference.
10.35#	Form of Restricted Stock Unit Agreement (Performance Shares – Earnings Per Share Growth – 2020 Award) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2020 and incorporated herein by reference.
10.36#	Form of Restricted Stock Unit Agreement (Performance Shares – ROIC – 2020 Award) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2020 and incorporated herein by reference.

10.37#	Form of Restricted Stock Unit Agreement (Time-Based Vesting) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2020 and incorporated herein by reference.
10.38#	Form of Restricted Stock Unit Agreement (Performance Shares – Earnings Per Share Growth) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2021 and incorporated herein by reference.
10.39#	Form of Restricted Stock Unit Agreement (Performance Shares – ROIC) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2021 and incorporated herein by reference.
10.40#	Form of Restricted Stock Unit Agreement (Time-Based Vesting) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2021 and incorporated herein by reference.
10.41#	Form of Restricted Stock Unit Agreement (Performance Shares – Earnings Per Share Growth) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.1 to the Registrants Quarterly Report on Form 10-Q for the first quarter of fiscal 2022 and incorporated herein by reference.
10.42#	Form of Restricted Stock Unit Agreement (Performance Shares – ROIC) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.2 to the Registrants Quarterly Report on Form 10-Q for the first quarter of fiscal 2022 and incorporated herein by reference.
10.43#	Form of Restricted Stock Unit Agreement (Time-Based Vesting) (awarded pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan). Filed as Exhibit 10.3 to the Registrants Quarterly Report on Form 10-Q for the first quarter of fiscal 2022 and incorporated herein by reference.
10.44#†	Jacobs Engineering Group Inc. Leadership Performance Plan, as amended and restated effective August 29, 2022.
21†	List of Subsidiaries of Jacobs Solutions Inc.
23†	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.
31.1†	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2†	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1†	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002.
32.2†	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes- Oxley Act of 2002.
101.INS†	XBRL Instance Document
101.SCH†	XBRL Taxonomy Extension Schema Document
101.CAL†	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF†	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB†	XBRL Taxonomy Extension Label Linkbase Document
101.PRE†	XBRL Taxonomy Extension Presentation Linkbase Document
104†	XBRL Coverpage interactive data file

† Being filed herewith.

#	Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

JACOBS SOLUTIONS INC.

Dated: November 21, 2022

By: /S/ Steven J. Demetriou

Steven J. Demetriou
Chair of the Board and Chief Executive Officer (Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

Signature	Title	Date
/S/ Steven J. Demetriou Steven J. Demetriou	Chair of the Board and Chief Executive Officer (Principal Executive Officer)	November 21, 2022
/S/ Vincent K. Brooks Vincent K. Brooks	Director	November 21, 2022
/S/ Peter J. Robertson Peter J. Robertson	Director	November 21, 2022
/S/ Ralph E. Eberhart Ralph E. Eberhart	Director	November 21, 2022
/S/ Manny Fernandez Manny Fernandez	Director	November 21, 2022
/S/ Georgette D. Kiser Georgette D. Kiser	Director	November 21, 2022
/S/ Barbara L. Loughran Barbara L. Loughran	Director	November 21, 2022
/S/ Robert A. McNamara Robert A. McNamara	Director	November 21, 2022
/S/ Priya Abani Priya Abani	Director	November 21, 2022
/S/ Christopher M.T. Thompson Christopher M.T. Thompson	Director	November 21, 2022
/S/ Kevin C. Berryman Kevin C. Berryman	President and Chief Financial Officer (Principal Financial Officer)	November 21, 2022
/S/ William B. Allen, Jr. William B. Allen, Jr.	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	November 21, 2022

JACOBS SOLUTIONS INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

WITH REPORTS OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

September 30, 2022

JACOBS SOLUTIONS INC. AND SUBSIDIARIES

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2022

JACOBS SOLUTIONS INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands, except share information)

	September 30, 2022	October 1, 2021
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 1,140,479	$ 1,014,249
Receivables and contract assets	3,405,381	3,101,418
Prepaid expenses and other	176,134	176,228
Total current assets	4,721,994	4,291,895
Property, Equipment and Improvements, net	346,676	353,117
Other Noncurrent Assets:		
Goodwill	7,184,658	7,197,000
Intangibles, net	1,394,052	1,565,758
Deferred income tax assets	31,480	103,193
Operating lease right-of-use assets	476,913	650,097
Miscellaneous	504,646	471,549
Total other noncurrent assets	9,591,749	9,987,597
	$ 14,660,419	$ 14,632,609
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Current maturities of long-term debt	$ 50,415	$ 53,456
Accounts payable	966,792	908,441
Accrued liabilities	1,441,762	1,533,559
Operating lease liability	150,171	172,414
Contract liabilities	641,705	542,054
Total current liabilities	3,250,845	3,209,924
Long-term debt	3,357,256	2,839,933
Liabilities relating to defined benefit pension and retirement plans	271,332	418,080
Deferred income tax liabilities	269,077	214,380
Long-term operating lease liability	607,447	758,358
Other deferred liabilities	167,548	559,375
Commitments and Contingencies		
Redeemable Noncontrolling Interests	632,522	657,722
Stockholders' Equity:		
Capital stock:		
Preferred stock, $1 par value, authorized - 1,000,000 shares; issued and outstanding - none	—	—
Common stock, $1 par value, authorized - 240,000,000 shares; issued and outstanding - 127,393,378 shares and 128,892,540 shares as of September 30, 2022 and October 1, 2021, respectively	127,393	128,893
Additional paid-in capital	2,682,009	2,590,012
Retained earnings	4,225,784	4,015,578
Accumulated other comprehensive loss	(975,130)	(794,442)
Total Jacobs stockholders' equity	6,060,056	5,940,041
Noncontrolling interests	44,336	34,796
Total Group stockholders' equity	6,104,392	5,974,837
	$ 14,660,419	$ 14,632,609

See the accompanying Notes to Consolidated Financial Statements.

JACOBS SOLUTIONS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EARNINGS
For the Fiscal Years Ended September 30, 2022, October 1, 2021 and October 2, 2020
(In thousands, except per share information)

	September 30, 2022	October 1, 2021	October 2, 2020
Revenues	$ 14,922,825	$ 14,092,632	$ 13,566,975
Direct cost of contracts	(11,595,785)	(11,048,860)	(10,980,307)
Gross profit	3,327,040	3,043,772	2,586,668
Selling, general and administrative expenses	(2,409,190)	(2,355,683)	(2,050,695)
Operating Profit	917,850	688,089	535,973
Other Income (Expense):			
Interest income	4,489	3,503	4,729
Interest expense	(100,246)	(72,714)	(62,206)
Miscellaneous income (expense), net	54,254	76,724	(37,293)
Total other (expense) income, net	(41,503)	7,513	(94,770)
Earnings from Continuing Operations Before Taxes	876,347	695,602	441,203
Income Tax Expense for Continuing Operations	(160,903)	(274,781)	(55,320)
Net Earnings of the Group from Continuing Operations	715,444	420,821	385,883
Net (Loss) Earnings of the Group from Discontinued Operations	(32)	10,008	137,984
Net Earnings of the Group	715,412	430,829	523,867
Net Earnings Attributable to Noncontrolling Interests from Continuing Operations	(36,788)	(39,213)	(32,022)
Net (Earnings) Loss Attributable to Redeemable Noncontrolling Interests	(34,585)	85,414	—
Net Earnings Attributable to Jacobs from Continuing Operations	644,071	467,022	353,861
Net Earnings Attributable to Jacobs	$ 644,039	$ 477,030	$ 491,845
Net Earnings Per Share:			
Basic Net Earnings from Continuing Operations Per Share	$ 5.01	$ 3.15	$ 2.69
Basic Net Earnings from Discontinued Operations Per Share	$ —	$ 0.08	$ 1.05
Basic Earnings Per Share	$ 5.01	$ 3.22	$ 3.74
Diluted Net Earnings from Continuing Operations Per Share	$ 4.98	$ 3.12	$ 2.67
Diluted Net Earnings from Discontinued Operations Per Share	$ —	$ 0.08	$ 1.04
Diluted Earnings Per Share	$ 4.98	$ 3.20	$ 3.71

See the accompanying Notes to Consolidated Financial Statements.

JACOBS SOLUTIONS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For the Fiscal Years Ended September 30, 2022, October 1, 2021 and October 2, 2020
(In thousands)

	September 30, 2022	October 1, 2021	October 2, 2020
Net Earnings of the Group	$ 715,412	$ 430,829	$ 523,867
Other Comprehensive (Loss) Income:			
Foreign currency translation adjustment	(397,819)	15,585	64,052
Gain (loss) on cash flow hedges	154,541	29,332	(21,883)
Change in pension and retiree medical plan liabilities	92,527	142,135	(75,334)
Other comprehensive (loss) income before taxes	(150,751)	187,052	(33,165)
Income Tax (Expense) Benefit:			
Foreign currency translation adjustment	19,019	(3,110)	(3,722)
Cash flow hedges	(43,595)	(7,357)	7,285
Change in pension and retiree medical plan liabilities	(5,361)	(37,970)	13,357
Income Tax (Expense) Benefit:	(29,937)	(48,437)	16,920
Net other comprehensive (loss) income	(180,688)	138,615	(16,245)
Net Comprehensive Income of the Group	534,724	569,444	507,622
Net Earnings Attributable to Noncontrolling Interests	(36,788)	(39,213)	(32,022)
Net (Earnings) Loss Attributable to Redeemable Noncontrolling Interests	(34,585)	85,414	—
Net Comprehensive Income Attributable to Jacobs	$ 463,351	$ 615,645	$ 475,600

See the accompanying Notes to Consolidated Financial Statements including the Company's note on Other Financial Information for a presentation of amounts reclassified to net income during the period.

JACOBS SOLUTIONS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
For the Fiscal Years Ended September 30, 2022, October 1, 2021 and October 2, 2020

(In thousands)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Jacobs Stockholders' Equity	Noncontrolling Interests	Total Group Stockholders' Equity
Balances at September 27, 2019	**$ 132,879**	**$ 2,559,450**	**$ 3,939,174**	**$ (916,812)**	**$ 5,714,691**	**$ 53,967**	**$ 5,768,658**
Net earnings	—	—	491,845	—	491,845	32,022	523,867
Foreign currency translation adjustments, net of deferred taxes of $3,722	—	—	—	60,330	60,330	—	60,330
Pension and retiree medical plan liability, net of deferred taxes of $(13,357)	—	—	—	(61,977)	(61,977)	—	(61,977)
Loss on derivatives, net of deferred taxes of $(7,285)	—	—	—	(14,598)	(14,598)	—	(14,598)
Dividends	—	—	(99,921)	—	(99,921)	—	(99,921)
Noncontrolling interests - distributions and other	—	5,002	—	—	5,002	(46,034)	(41,032)
Stock based compensation	—	47,048	1,102	—	48,150	—	48,150
Issuances of equity securities including shares withheld for taxes	998	17,890	(9,447)	—	9,441	—	9,441
Repurchases of equity securities	(4,129)	(30,944)	(302,178)	—	(337,251)	—	(337,251)
Balances at October 2, 2020	**$ 129,748**	**$ 2,598,446**	**$ 4,020,575**	**$ (933,057)**	**$ 5,815,712**	**$ 39,955**	**$ 5,855,667**
Net earnings	—	—	477,030	—	477,030	39,213	516,243
Foreign currency translation adjustments, net of deferred taxes of $3,110	—	—	—	12,475	12,475	—	12,475
Pension and retiree medical plan liability, net of deferred taxes of $37,970	—	—	—	104,165	104,165	—	104,165
Gain on derivatives, net of deferred taxes of $7,357	—	—	—	21,975	21,975	—	21,975
Dividends	—	—	(109,616)	—	(109,616)	—	(109,616)
Noncontrolling interests - distributions and other	—	—	—	—	—	(44,372)	(44,372)
Redeemable Noncontrolling interests redemption value adjustment	—	—	(175,183)	—	(175,183)	—	(175,183)
Stock based compensation	—	56,221	—	—	56,221	—	56,221
Issuances of equity securities including shares withheld for taxes	871	20,345	(9,006)	—	12,210	—	12,210
Repurchases of equity securities	(1,726)	(85,000)	(188,222)	—	(274,948)	—	(274,948)
Balances at October 1, 2021	**$ 128,893**	**$ 2,590,012**	**$ 4,015,578**	**$ (794,442)**	**$ 5,940,041**	**$ 34,796**	**$ 5,974,837**
Net earnings	—	—	644,039	—	644,039	36,788	680,827
Foreign currency translation adjustments, net of deferred taxes of $(19,019)	—	—	—	(378,800)	(378,800)	—	(378,800)
Pension and retiree medical plan liability, net of deferred taxes of $5,361	—	—	—	87,166	87,166	—	87,166
Gain on derivatives, net of deferred taxes of $43,595	—	—	—	110,946	110,946	—	110,946
Dividends	—	—	(118,291)	—	(118,291)	—	(118,291)
Noncontrolling interests - distributions and other	—	—	—	—	—	(27,248)	(27,248)
Redeemable Noncontrolling interests redemption value adjustment	—	—	(27,657)	—	(27,657)	—	(27,657)
Repurchase and issuance of redeemable noncontrolling interests	—	—	2,618	—	2,618	—	2,618
Stock based compensation	—	53,383	—	—	53,383	—	53,383
Issuances of equity securities including shares withheld for taxes	973	39,537	(11,973)	—	28,537	—	28,537
Repurchases of equity securities	(2,473)	(923)	(278,530)	—	(281,926)	—	(281,926)
Balances at September 30, 2022	**$ 127,393**	**$ 2,682,009**	**$ 4,225,784**	**$ (975,130)**	**$ 6,060,056**	**$ 44,336**	**$ 6,104,392**

See the accompanying Notes to Consolidated Financial Statements.

JACOBS SOLUTIONS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Fiscal Years Ended September 30, 2022, October 1, 2021 and October 2, 2020

(In thousands)

	September 30, 2022	October 1, 2021	October 2, 2020
Cash Flows from Operating Activities:			
Net earnings attributable to the Group	$ 715,412	$ 430,829	$ 523,867
Adjustments to reconcile net earnings to net cash flows provided by (used for) operations:			
Depreciation and amortization:			
Property, equipment and improvements	102,454	101,024	91,070
Intangible assets	198,602	149,776	90,563
Gain on sale of ECR business	—	(15,608)	(110,236)
(Gain) loss on investment in equity securities	(13,862)	(71,325)	103,623
Stock based compensation	53,383	56,221	48,150
Equity in earnings of operating ventures, net of return on capital distributions	18,291	10,941	9,172
(Gain) loss on disposals of assets, net	(4,680)	1,003	766
Impairment of equity method investment and other long term assets	78,292	40,640	162,238
Loss on pension and retiree medical plan changes	123	2,783	4,598
Deferred income taxes	111,846	113,623	82,275
Changes in assets and liabilities, excluding the effects of businesses acquired:			
Receivables and contract assets, net of contract liabilities	(267,947)	242,154	(107,784)
Prepaid expenses and other current assets	6	6,800	(27,280)
Miscellaneous other assets	113,850	116,097	110,678
Accounts payable	87,402	(165,502)	(92,838)
Income taxes payable	(70,258)	20,961	35,194
Accrued liabilities	(552,036)	(252,305)	(27,849)
Other deferred liabilities	(73,697)	(63,915)	(64,390)
Other, net	(22,472)	2,079	(24,968)
Net cash provided by operating activities	474,709	726,276	806,849
Cash Flows from Investing Activities:			
Additions to property and equipment	(127,615)	(92,814)	(118,269)
Disposals of property and equipment and other assets	9,392	474	96
Capital contributions to equity investees, net of return of capital distributions	3,025	(5,016)	(12,278)
Acquisitions of businesses, net of cash acquired	(437,083)	(1,741,062)	(293,580)
Disposals of investment in equity securities	13,862	421,315	—
Proceeds (Payments) related to sales of businesses	—	36,360	(5,061)
Net cash used for investing activities	(538,419)	(1,380,743)	(429,092)
Cash Flows from Financing Activities:			
Proceeds from long-term borrowings	3,145,500	4,445,080	2,986,661
Repayments of long-term borrowings	(2,420,166)	(3,216,965)	(2,521,467)
Proceeds from short-term borrowings	—	—	78
Repayments of short-term borrowings	(6,359)	(7,675)	(200,008)
Debt issuance costs	—	(2,747)	(1,807)
Proceeds from issuances of common stock	51,034	38,077	37,235
Common stock repurchases	(281,926)	(274,948)	(337,251)
Taxes paid on vested restricted stock	(28,587)	(25,867)	(27,794)
Cash dividends to shareholders	(115,948)	(107,188)	(97,900)
Net dividends associated with noncontrolling interests	(26,982)	(48,784)	(46,062)
Repurchase of redeemable noncontrolling interests	(46,074)	—	—
Proceeds from issuances of redeemable noncontrolling interests	49,742	—	—
Net cash provided by (used for) financing activities	320,234	798,983	(208,315)
Effect of Exchange Rate Changes	(128,892)	19,635	61,914
Net Increase in Cash and Cash Equivalents and Restricted Cash	127,632	164,151	231,356
Cash and Cash Equivalents, including Restricted Cash, at the Beginning of the Period	1,026,575	862,424	631,068
Cash and Cash Equivalents, including Restricted Cash, at the End of the Period	$ 1,154,207	$ 1,026,575	$ 862,424

See the accompanying Notes to Consolidated Financial Statements.

1. Description of Business and Basis of Presentation

Description of Business

Jacobs Solutions Inc. ("Jacobs" or "the Company") is a leading global professional services company that designs and deploys technology-centric solutions to solve many of the world's most complex challenges. In fiscal year 2022 we operated in three operating segments: Critical Mission Solutions, People & Places Solutions and our investment in PA Consulting Group Limited ("PA Consulting").

We provide a broad range of technical, professional and construction services including engineering, design and architectural services; construction and construction management services; operations and maintenance services; and process, scientific and systems consulting services. We provide our services through offices and subsidiaries located primarily in North America, Europe, the Middle East, India, Australia, New Zealand and Asia. We provide our services under cost-reimbursable and fixed-price contracts, with our fixed-price contracts comprised mainly of professional services arrangements and in some limited cases, construction. The percentage of revenues realized from each of these types of contracts for the fiscal years ended September 30, 2022, October 1, 2021 and October 2, 2020 was as follows:

	For the Years Ended		
	September 30, 2022	**October 1, 2021**	**October 2, 2020**
Cost-reimbursable	74%	76%	76%
Fixed-price	26%	24%	24%

Basis of Presentation, Definition of Fiscal Year, and Other Matters

The accompanying Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") and include the accounts of Jacobs Solutions Inc. and its subsidiaries and affiliates which it controls. On August 29, 2022, Jacobs Engineering Group Inc. (JEGI), the predecessor to Jacobs Solutions Inc., implemented a holding company structure, which resulted in Jacobs Solutions Inc. becoming the parent company of, and successor issuer to, JEGI. Prior to the implementation date, the Consolidated Financial Statements include the accounts of JEGI and its subsidiaries and affiliates which it controlled . All intercompany accounts and transactions have been eliminated in consolidation.

The Company's fiscal year ends on the Friday closest to September 30 (determined on the basis of the number of workdays) and, accordingly, an additional week of activity is added every five-to-six years. Fiscal 2020 included an extra week of activity.

On February 4, 2022, the Company acquired StreetLight Data, Inc. ("StreetLight"). StreetLight is a pioneer of mobility analytics who uses its data and machine learning resources to shed light on mobility and enable users to solve complex transportation problems. The Company paid total base consideration of approximately $190.8 million in cash and issued $0.9 million in equity and $5.2 million in in-the-money stock options to the former owners of StreetLight. The Company also paid off StreetLight's debt of approximately $1.0 million simultaneously with the consummation of the acquisition. The Company has recorded its preliminary purchase price allocation associated with the acquisition, which is summarized in Note 15- *Other Business Combinations.*

On November 19, 2021, Jacobs acquired BlackLynx, a provider of high-performance software, to complement Jacobs' portfolio of cyber, intelligence and digital solutions. The Company paid total base consideration of approximately $235.4 million in cash to the former owners of BlackLynx. In conjunction with the acquisition, the Company also paid off BlackLynx's debt of approximately $5.3 million simultaneously with the consummation of the acquisition. The Company has recorded its final purchase price allocation associated with the acquisition, which is summarized in Note 15- *Other Business Combinations.*

On March 2, 2021, Jacobs completed the strategic investment of a 65% interest in PA Consulting, a UK-based leading innovation and transformation consulting firm. The total consideration paid by the Company was $1.7 billion, funded through cash on hand, proceeds from a new term loan and draws on the Company's existing Revolving Credit Facility. Further, in connection with the transaction, an additional $261 million in investment proceeds had not yet been distributed at the investment date due to continuing employment requirements of associated management owners.

Consequently, this amount represented compensation expense incurred related to the investment that was expensed subsequent to the date of the transaction, and was reflected in selling, general and administrative expense and cash from operations for the fiscal year ended October 1, 2021. The remaining 35% interest was acquired by PA Consulting employees, whose redeemable noncontrolling interests had a fair value of $582.4 million on the closing date, including subsequent purchase accounting adjustments. PA Consulting is accounted for as a consolidated subsidiary and as a separate operating segment. The Company has recorded its final purchase price allocation associated with the acquisition. See Note 14- *PA Consulting Business Combination* for more discussion on the investment and Note 9- *Borrowings* for more discussion on the financing for the transaction.

On November 24, 2020, a subsidiary of Jacobs completed the acquisition of Buffalo Group, a leader in advanced cyber and intelligence solutions which allows Jacobs to further expand its cyber and intelligence solutions offerings to government clients. The Company paid total consideration of $190.1 million, which was comprised of approximately $182.4 million in cash to the former owners of Buffalo Group and contingent consideration of $7.7 million The contingent consideration was subsequently recognized in fiscal 2021 as an offset to selling, general and administrative expense when it was determined no amounts would be paid. In conjunction with the acquisition, the Company assumed the Buffalo Group's debt of approximately $7.7 million. The Company repaid all of the assumed Buffalo Group debt by the end of the first fiscal quarter of 2021. The Company has recorded its final purchase price allocation associated with the acquisition, which is summarized in Note 15- *Other Business Combinations.*

On March 6, 2020, a subsidiary of Jacobs completed the acquisition of the nuclear consulting, remediation and program management business of John Wood Group, a U.K.-based energy services company, for an enterprise value of £246 million, or approximately $317.9 million, less cash acquired of $24.3 million. The Company has recorded its final purchase price allocation associated with the acquisition, which is summarized in Note 15- *Other Business Combinations.*

On April 26, 2019, Jacobs completed the sale of its Energy, Chemicals and Resources ("ECR") business to Worley Limited, a company incorporated in Australia ("Worley"), for a purchase price of $3.4 billion consisting of (i) $2.8 billion in cash plus (ii) 58.2 million ordinary shares of Worley, subject to adjustments for changes in working capital and certain other items (the "ECR sale"). As a result of the ECR sale, substantially all ECR-related assets and liabilities were sold (the "Disposal Group"). We determined that the Disposal Group should be reported as discontinued operations in accordance with ASC 210-05, *Discontinued Operations* because their disposal represents a strategic shift that had a major effect on our operations and financial results. As such, the financial results of the ECR business are reflected in our Consolidated Statements of Earnings as discontinued operations for all periods presented. As of September 30, 2022, all of the ECR business to be sold under the terms of the sale has been conveyed to Worley and as such, no amounts remain held for sale. For further discussion see Note 16- *Sale of Energy, Chemicals and Resources ("ECR") Business*.

2. Significant Accounting Policies

Revenue Accounting for Contracts

Engineering, Procurement & Construction Contracts, Service Contracts and Software Contracts

The Company recognizes engineering, procurement, and construction contract revenue over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer in accordance with ASC Topic 606, *Revenue from Contracts with Customers*. Contracts which include engineering, procurement and construction services are generally accounted for as a single deliverable (a single performance obligation) and are no longer segmented between types of services. In some instances, the Company's services associated with a construction activity are limited to specific tasks such as customer support, consulting or supervisory services. In these instances, the services are typically identified as separate performance obligations.

The Company recognizes revenue using the percentage-of-completion method, based primarily on contract costs incurred to date compared to total estimated contract costs. The percentage-of-completion method (an input method) is the most representative depiction of the Company's performance because it directly measures the value of the services transferred to the customer. Subcontractor materials, labor and equipment and, in certain cases, customer-furnished materials and labor and equipment are included in revenue and cost of revenue when management believes that the company is acting as a principal rather than as an agent (e.g., the company integrates the materials, labor and equipment into the deliverables promised to the customer or is otherwise primarily responsible for fulfillment and acceptability of the materials, labor and/or equipment). The Company recognizes revenue, but not profit, on certain uninstalled materials that are not specifically produced, fabricated, or constructed for a project. Revenue on these uninstalled materials is recognized when control is transferred. Changes to total estimated contract cost or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the client. Project mobilization costs are generally charged to project costs as incurred when they are an integrated part of the performance obligation being transferred to the client. Under the typical payment terms of our engineering, procurement and construction contracts, amounts are billed as work progresses in accordance with agreed-upon contractual terms at periodic intervals (e.g., biweekly or monthly) and customer payments are typically due within 30 to 60 days of billing, depending on the contract.

For service contracts, the Company recognizes revenue over time using the cost-to-cost percentage-of-completion method. Service contracts that include multiple performance obligations are segmented between types of services. For contracts with multiple performance obligations, the Company allocates the transaction price to each performance obligation using an estimate of the stand-alone selling price of each distinct service in the contract. In some instances where the Company is standing ready to provide services, the Company recognizes revenue ratably over the service period. Under the typical payment terms of our service contracts, amounts are billed as work progresses in accordance with agreed-upon contractual terms, and customer payments are typically due within 30 to 60 days of billing, depending on the contract.

Revenue for certain contracts related to the sale of software licenses is recognized at a point in time, typically at the time of delivery, in accordance with ASC 606. The software license sale will be treated as a performance obligation separate and distinct from any related service and maintenance.

Direct costs of contracts include all costs incurred in connection with and directly for the benefit of client contracts, including depreciation and amortization relating to assets used in providing the services required by the related projects. The level of direct costs of contracts may fluctuate between reporting periods due to a variety of factors, including the amount of pass through costs we incur during a period. On those projects where we are acting as principal for subcontract labor or third-party materials and equipment, we reflect the amounts of such items in both revenues and costs (and we refer to such costs as "pass through costs").

Back charges to suppliers or subcontractors are recognized as a reduction of cost when it is determined that recovery of such cost is probable and the amounts can be reliably estimated. Disputed back charges are recognized when the same requirements described above have been satisfied.

Variable Consideration

The nature of the Company's contracts gives rise to several types of variable consideration, including claims and unpriced change orders; awards and incentive fees; and liquidated damages and penalties. The Company recognizes revenue for variable consideration when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. The Company estimates the amount of revenue to be recognized on variable consideration using the expected value (i.e., the sum of a probability-weighted amount) or the most likely amount method, whichever is expected to better predict the amount. Factors considered in determining whether revenue associated with claims (including change orders in dispute and unapproved change orders in regard to both scope and price) should be recognized include the following: (a) the contract or other evidence provides a legal basis for the claim, (b) additional costs were caused by circumstances that were unforeseen at the contract date and not the result of deficiencies in the company's performance, (c) claim-related costs are identifiable and considered reasonable in view of the work performed, and (d) evidence supporting the claim is objective and verifiable. If the requirements for recognizing revenue for claims or unapproved change orders are met, revenue is recorded only when the costs associated with the claims or unapproved change orders have been incurred and only up to the amount of cost incurred which generally represents the amount of consideration that is not probable of reversal.

The Company generally provides limited warranties for work performed under its engineering and construction contracts. The warranty periods typically extend for a limited duration following substantial completion of the Company's work on the project. Historically, warranty claims have not resulted in material costs incurred for which the Company was not compensated for by the customer.

See Note 3- *Revenue Accounting for Contracts* for further discussion.

Joint Ventures and VIEs

As is common to the industry, we execute certain contracts jointly with third parties through various forms of joint ventures. Although the joint ventures own and hold the contracts with the clients, the services required by the contracts are typically performed by us and our joint venture partners, or by other subcontractors under subcontracting agreements with the joint ventures. Many of these joint ventures are formed for a specific project. The assets of our joint ventures generally consist almost entirely of cash and receivables (representing amounts due from clients), and the liabilities of our joint ventures generally consist almost entirely of amounts due to the joint venture partners (for services provided by the partners to the joint ventures under their individual subcontracts) and other subcontractors. In general, at any given time, the equity of our joint ventures represents the undistributed profits earned on contracts the joint ventures hold with clients. Very few of our joint ventures have employees or third-party debt or credit facilities. The debt held by the joint ventures is non-recourse to the general credit of Jacobs.

The assets of a joint venture are restricted for use to the obligations of the particular joint venture and are not available for general operations of the Company. Our risk of loss on these arrangements is usually shared with our partners. The liability of each partner is usually joint and several, which means that each partner may become liable for the entire risk of loss on the project. Furthermore, on some of our projects, the Company has granted guarantees which may encumber both our contracting subsidiary company and the Company for the entire risk of loss on the project. The Company is unable to estimate the maximum potential amount of future payments that we could be required to make under outstanding performance guarantees related to joint venture projects due to a number of factors, including but not limited to, the nature and extent of any contractual defaults by our joint venture partners, resource availability, potential performance delays caused by the defaults, the location of the projects, and the terms of the related contracts. See Note 19- *Contractual Guarantees, Litigation, Investigations and Insurance* for further discussion.

Most of the joint ventures are deemed to be variable interest entities ("VIE") because they lack sufficient equity to finance the activities of the joint venture. The Company uses a qualitative approach to determine if the Company is the primary beneficiary of the VIE, which considers factors that indicate a party has the power to direct the activities that most significantly impact the joint venture's economic performance. These factors include the composition of the governing board, how board decisions are approved, the powers granted to the operational manager(s) and partner that holds that position(s), and to a certain extent, the partner's economic interest in the joint venture. The Company analyzes each joint venture initially to determine if it should be consolidated or unconsolidated.

- Consolidated if the Company is the primary beneficiary of a VIE, or holds the majority of voting interests of a non-VIE (and no significant participative rights are available to the other partners).
- Unconsolidated if the Company is not the primary beneficiary of a VIE, or does not hold the majority of voting interest of a non-VIE.

Our unconsolidated joint ventures (including equity method investments) are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the investment might not be recoverable, and impairment losses are recognized for such investments if there is a decline in fair value below carrying value that is considered to be other-than-temporary.

See Note 8- *Joint Ventures, VIEs and Other Investments* for further discussion.

Fair Value Measurements

Certain amounts included in the accompanying consolidated financial statements are presented at "fair value." Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants as of the date fair value is determined (the "measurement date"). When determining fair value, we consider the principal or most advantageous market in which we would transact, and we consider only those assumptions we believe a typical market participant would consider when pricing an asset or liability. In measuring fair value, we use the following inputs in the order of priority indicated:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than quoted prices in active markets included in Level 1, such as (i) quoted prices for similar assets or liabilities; (ii) quoted prices in markets that have insufficient volume or infrequent transactions (e.g., less active markets); and (iii) model-driven valuations in which all significant inputs are observable or can be derived principally from, or corroborated with, observable market data for substantially the full term of the asset or liability.

Level 3 - Unobservable inputs to the valuation methodology that are significant to the fair value measurement.

The net carrying amounts of cash and cash equivalents, trade receivables and payables and short-term debt approximate fair value due to the short-term nature of these instruments. See Note 9- *Borrowings* for a discussion of the fair value of long-term debt.

Certain other assets and liabilities, such as forward contracts and interest rate swap agreements we purchased as cash-flow hedges discussed in Note 18- *Commitments and Contingencies and Derivative Financial Instruments* are required to be carried in our Consolidated Financial Statements at Fair Value.

The fair value of the Company’s reporting units (used for purposes of determining whether there is an impairment of the carrying value of goodwill) is determined using an income and market approach. Both approaches require us to make certain estimates and judgments. Under the income approach, fair value is determined by using the discounted cash flows of our reporting units. Under the market approach, the fair values of our reporting units are determined by reference to guideline companies that are reasonably comparable to our reporting units; the fair values are estimated based on the valuation multiples of earnings before taxes, interest, depreciation and amortization associated with the guideline companies. In assessing whether the carrying value of goodwill has been impaired, we utilize the results of both valuation techniques and consider the range of fair values indicated.

With respect to equity-based compensation (i.e., share-based payments), we estimate the fair value of stock options granted to employees and directors using the Black-Scholes option-pricing model. Like all option-pricing models, the Black-Scholes model requires the use of subjective assumptions including (i) the expected volatility of the market price of the underlying stock, and (ii) the expected term of the award, among others. Accordingly, changes in assumptions and any subsequent adjustments to those assumptions can cause different fair values to be assigned to our future stock option awards. For restricted stock awards (including restricted stock units) containing market conditions, compensation expense is based on the fair value of such awards using a Monte Carlo simulation. For restricted stock awards (including restricted stock units) containing service and performance conditions, compensation expense is based on the closing stock price on the date of grant.

The fair values of the assets owned by the various pension plans that the Company sponsors are determined based on the type of asset, consistent with U.S. GAAP. Equity securities are valued by using market observable data such as quoted prices. Publicly traded corporate equity securities are valued at the last reported sale price on the last business day of the year. Securities not traded on the last business day are valued at the last reported bid price. 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. Real estate consists primarily of common or collective trusts, with underlying investments in real estate. These investments are valued using the best information available, including quoted market price, market prices for similar assets when available, internal cash flow estimates discounted at an appropriate interest rate, or independent appraisals, as appropriate. Management values insurance contracts and hedge funds using actuarial assumptions and certain values reported by fund managers.

Fair value measurements relating to our business combinations are made primarily using Level 3 inputs including discounted cash flow and to the extent applicable, Monte Carlo simulation techniques. Fair value for the identified intangible assets is generally estimated using inputs primarily for the income approach using the multiple period excess earnings method and the relief from royalties method. The significant assumptions used in estimating fair value include (i) revenue projections of the business, including profitability, (ii) attrition rates and (iii) the estimated discount rate that reflects the level of risk associated with receiving future cash flows. Other personal property assets, such as furniture, fixtures and equipment, are valued using the cost approach, which is based on replacement or reproduction costs of the asset less depreciation. The fair value of the contingent consideration is estimated using a Monte Carlo simulation and the significant assumptions used include projections of revenues and probabilities of meeting those projections. Key inputs to the valuation of the noncontrolling interests include projected cash flows and the expected volatility associated with those cash flows.

The fair values for the asset groups relating to the impaired long-lived assets (see Note 10, *Leases*) were estimated primarily using discounted cash flow models (income approach) with Level 3 inputs. The significant assumptions used in estimating fair value include the expected downtime prior to the commencement of future subleases, projected sublease income over the remaining lease periods and discount rates that reflects the level of risk associated with receiving future cash flows.

The methodologies described above and elsewhere in these Notes to Consolidated Financial Statements may produce a fair value measure that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement.

Cash Equivalents

We consider all highly liquid investments with original maturities of less than three months to be cash equivalents. Cash equivalents at September 30, 2022 and October 1, 2021 consisted primarily of money market mutual funds and overnight bank deposits.

Receivables, Contract Assets and Contract Liabilities

Receivables include amounts billed, net and unbilled receivables. Amounts billed, net consist of amounts invoiced to clients in accordance with the terms of our client contracts and are shown net of an allowance for doubtful accounts. We anticipate that substantially all of such billed amounts will be collected over the next twelve months.

Unbilled receivables and other, which represent an unconditional right to payment subject only to the passage of time in connection with our client contracts, are reclassified to amounts billed when they are billed under the terms of the contract. We anticipate that substantially all of such unbilled amounts will be billed and collected over the next twelve months.

Contract assets represent unbilled amounts where the right to payment is subject to more than merely the passage of time and includes performance-based incentives and services provided ahead of agreed contractual milestones. Contract assets are transferred to unbilled receivables when the right to consideration becomes unconditional and are transferred to amounts billed upon invoicing.

Contract liabilities represent amounts billed to clients in excess of revenue recognized to date. We anticipate that substantially all such amounts will be earned over the next twelve months.

In order to manage short-term liquidity and credit exposure, Jacobs may sell current customer receivables to third parties. When Jacobs sells customer receivables to third parties it accelerates the receipt of cash that would otherwise have been collected from customers and records these transactions as reductions to the receivable amounts. Jacobs does not maintain continuing involvement in these arrangements.

Property, Equipment, and Improvements

Property, equipment and improvements are carried at cost, and are shown net of accumulated depreciation and amortization in the accompanying Consolidated Balance Sheets. Depreciation and amortization is computed primarily by using the straight-line method over the estimated useful lives of the assets. The cost of leasehold improvements is amortized using the straight-line method over the lesser of the estimated useful life of the asset or the remaining term of the related lease. Estimated useful lives range from 20 to 40 years for buildings, from 3 to 10 years for equipment and from 4 to 10 years for leasehold improvements.

Goodwill and Other Intangible Assets

Goodwill represents the excess of the cost of an acquired business over the fair value of the net tangible and intangible assets acquired. Goodwill and intangible assets with indefinite lives are not amortized; instead, on an annual basis we test goodwill and intangible assets with indefinite lives for possible impairment. Intangible assets with finite lives are amortized on a straight-line basis over the useful lives of those assets.

For purposes of impairment testing, goodwill is assigned to the applicable reporting units based on the current reporting structure. We have determined that our operating segments are also our reporting units based on management's conclusion that the components comprising each of our operating segments share similar economic characteristics and meet the aggregation criteria in accordance with ASC 350.

We perform our annual goodwill impairment assessment as of the first day of the fourth fiscal quarter each year. We begin with the qualitative assessment of whether it is more likely than not that a reporting unit's fair value is less than its carrying value before applying the quantitative assessment described below. If it is determined through the evaluation of events or circumstances that the carrying value may not be recoverable, the Company then compares the fair value of each reporting unit with its carrying amount. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss is recognized. During 2022, we completed our annual goodwill impairment test and qualitatively determined that none of our goodwill was impaired. We have determined that the fair value of our reporting units exceeded their respective carrying values for the Consolidated Balance Sheets presented.

Impairment of Long-Lived Assets

Our long-lived assets other than goodwill principally consist of right-of-use (ROU) lease assets, property, equipment and improvements, and finite-lived intangible assets. These long-lived assets are evaluated for impairment for each of our asset groups in accordance with ASC 360 by first identifying whether indicators of impairment exist. If such indicators are present, we assess long-lived asset groups for recoverability based on estimated future undiscounted cash flows. For asset groups where the recoverability test fails, the fair value of each asset group is then estimated and compared to its carrying amount. An impairment loss is recognized for the amount by which an asset group's carrying value exceeds its fair value.

Foreign Currencies

In preparing our Consolidated Financial Statements, it is necessary to translate the financial statements of our subsidiaries operating outside the U.S., which are denominated in currencies other than the U.S. dollar, into the U.S. dollar. In accordance with U.S. GAAP, revenues and expenses of operations outside the U.S. are translated into U.S. dollars using weighted-average exchange rates for the applicable periods being translated while the assets and liabilities of operations outside the U.S. are generally translated into U.S. dollars using period-end exchange rates. The net effect of foreign currency translation adjustments is included in stockholders' equity as a component of accumulated other comprehensive income (loss) in the accompanying Consolidated Balance Sheets.

Share-Based Payments

We measure the value of services received from employees and directors in exchange for an award of an equity instrument based on the grant-date fair value of the award. The fair value is recognized as a non-cash cost on a straight-line basis over the period the individual provides services, which is typically the vesting period of the award with the exception of awards containing an internal performance measure, such as Earnings Per Share growth and Return on Invested Capital, which is recognized on a straight-line basis over the vesting period subject to the probability of meeting the performance requirements and adjusted for the number of shares expected to be earned. The cost of these awards is recorded in selling, general and administrative expense in the accompanying Consolidated Statements of Earnings.

Concentrations of Credit Risk

Our cash balances and cash equivalents are maintained in accounts held by major banks and financial institutions located in North America, South America, Europe, the Middle East, India, Australia, Africa and Asia. In the normal course of business, and consistent with industry practices, we grant credit to our clients without requiring collateral. Concentrations of credit risk is the risk that, if we extend a significant amount of credit to clients in a specific geographic area or industry, we 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 relative to trade receivables are limited due to our diverse client base, which includes the U.S. federal government and multi-national corporations operating in a broad range of industries and geographic areas. Additionally, in order to mitigate credit risk, we continually evaluate the credit worthiness of our major commercial clients.

Leases

The Company accounts for its leases in accordance with ASC 842, *Leases ("ASC 842")*. ASC 842 requires lessees to recognize assets and liabilities for most leases. The Company determines if an arrangement is a lease at contract inception. A lease exists when a contract conveys to the customer the right to control the use of an identified asset for a period of time in exchange for consideration. The definition of a lease embodies two conditions: (1) there is an identified asset in the contract, and (2) the customer has the right to control the use of the identified asset. Lessees are required to classify leases as either finance or operating leases. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease.

ASC 842 provided several optional practical expedients for use in transition to and ongoing application of ASC 842. The Company elected to utilize the package of practical expedients in ASC 842-10-65-1(f) that, upon adoption of ASC 842, allows entities to (1) not reassess whether any expired or existing contracts are or contain leases, (2) retain the classification of leases (e.g., operating or finance lease) existing as of the date of adoption and (3) not reassess initial direct costs for any existing leases. The Company did not elect the practical expedient pertaining to the use of hindsight. The Company elected to utilize the practical expedient in ASC 842-10-15-37 in which the Company has chosen to account for each separate lease component of a contract and its associated non-lease components as a single lease component.

The Company’s right-of use assets and lease liabilities relate to real estate, project assets used in connection with long-term construction contracts, IT assets and vehicles. The Company’s leases have remaining lease terms of one year to thirteen years. The Company’s lease obligations are primarily for the use of office space and are primarily operating leases. Certain of the Company’s leases contain renewal, extension, or termination options. The Company assesses each option on an individual basis and will only include options reasonably certain of exercise in the lease term. The Company generally considers the base term to be the term provided in the contract. None of the Company’s lease agreements contain material options to purchase the leased property, material residual value guarantees, or material restrictions or covenants.

Long-term project asset and vehicle leases (leases with terms greater than twelve months), along with all real estate and IT asset leases, are recorded on the consolidated balance sheet at the present value of the minimum lease payments not yet paid. Because the Company primarily acts as a lessee and the rates implicit in its leases are not readily determinable, the Company generally uses its incremental borrowing rate on the lease commencement date to calculate the present value of future lease payments. Certain leases include payments that are based solely on an index or rate. These variable lease payments are included in the calculation of the ROU asset and lease liability and are initially measured using the index or rate at the lease commencement date. Other variable lease payments, such as payments based on use and for property taxes, insurance, or common area maintenance that are based on actual assessments are excluded from the ROU asset and lease liability and are expensed as incurred. In addition to the present value of the future lease payments, the calculation of the ROU asset also includes any deferred rent, lease prepayments and initial direct costs of obtaining the lease, such as commissions.

Certain lease contracts contain nonlease components such as maintenance and utilities. The Company has made an accounting policy election, as allowed under ASC 842-10-15-37 and discussed above, to capitalize both the lease component and nonlease components of its contracts as a single lease component for all of its right-of-use assets.

Short-term project asset and vehicle leases (project asset and vehicle leases with an initial term of twelve months or less or leases that are cancellable by the lessee and lessor without significant penalties) are not recorded on the consolidated balance sheet and are expensed on a straight-line basis over the lease term. The majority of the Company’s short-term leases relate to equipment used on construction projects. These leases are entered into at agreed upon hourly, daily, weekly or monthly rental rates for an unspecified duration and typically have a termination for convenience provision. Such equipment leases are considered short-term in nature unless it is reasonably certain that the equipment will be leased for a term greater than twelve months.

Pensions

We use certain assumptions and estimates in order to calculate periodic pension cost and the value of the assets and liabilities of our pension plans. These assumptions involve discount rates, investment returns and projected salary increases, among others. Changes in the actuarial assumptions may have a material effect on the plans’ liabilities and the projected pension expense.

We use a corridor approach to amortize actuarial gains and losses. Under this approach, net gains or losses in excess of ten percent of the larger of the pension benefit obligation or the market-related value of the assets are amortized on a straight-line basis. The period of amortization is the average remaining service of active participants who are expected to receive benefits under certain plans and the average remaining future lifetime of plan participants for certain plans.

We measure our defined benefit plan assets and obligations as of the end of the month closest to their fiscal year end, which is September 30, 2022 as the alternative measurement date in accordance with FASB guidance ASU 2015-04, Compensation Retirement Benefit (Topic 715): *Practical Expedient for the Measurement Date of an Employer's Defined Benefit Obligation and Plan Asset*. This guidance allows employers with fiscal year ends that do not coincide with a calendar month end to make an accounting policy election to measure defined benefit plan assets and obligations as of the end of the month closest to their fiscal year end.

Redeemable Noncontrolling Interests

In connection with the PA Consulting investment, the Company recorded redeemable noncontrolling interests, representing the interest holders' 35% equity interest in the form of preferred and common shares of PA Consulting. The preferred shares are entitled to a cumulative annual compounding 12% dividend based on the outstanding preferred share subscription price. These interest holders have certain option rights to put the preferred and common share interests back to the Company at a value based on the fair value of PA Consulting (the redemption values). The primary inputs and assumptions impacting the fair value of PA Consulting include projections of revenue and earnings before interest, taxes, depreciation and amortization and discount rates applied thereto. Additionally, the Company has an option to call the interests for certain individual shareholders in certain circumstances. Because the interests are redeemable at the option of the holders and not solely within the control of the Company, the Company classified the interests in redeemable noncontrolling interests within its Consolidated Balance Sheet at their redemption values. The optional redemption features may become exercisable no earlier than five years from the March 2, 2021 closing date, or upon the occurrence of certain other events.

The Company has deemed these interests probable of becoming redeemable in the future and requiring their measurement at the greater of (i) the redemption amount that would be paid if settlement occurred at the balance sheet date, or (ii) the historical value resulting from the original acquisition date fair value plus the impact of any earnings or loss attribution amounts, including dividends. The fair value of the PA Consulting redeemable noncontrolling interest is determined using a combination of the income and market approaches. Under the income approach, fair value is determined by using the projected discounted cash flows of PA Consulting. Under the market approach, the fair value is determined by reference to guideline companies that are reasonably comparable to PA Consulting; the fair value is estimated based on the valuation multiples of earnings before interest, taxes, depreciation and amortization.

Further, any excess in redemption amounts over the historical values of the interests is recognized as an increase to redeemable noncontrolling interests and an offsetting decrease in consolidated retained earnings. Additionally, particular to the preference share and in certain circumstances the ordinary share components of redeemable noncontrolling interests, such decrease in consolidated retained earnings could also be reflected as a corresponding adjustment to net earnings attributable to Jacobs for purposes of the calculation of consolidated earnings per share attributable to common shareholders.

Income Taxes

We determine our consolidated income tax expense using the asset and liability method prescribed by U.S. GAAP. Under this method, deferred tax assets and liabilities are recognized for the temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and income tax purposes. Such deferred tax assets and liabilities are adjusted, as appropriate, to reflect changes in tax rates expected to be in effect when the temporary differences reverse. If and when we determine that a deferred tax asset will not be realized for its full amount, we will recognize and record a valuation allowance with a corresponding charge to earnings. Judgment is required in determining our provision for income taxes. In the normal course of business, we may engage in numerous transactions every day for which the ultimate tax outcome (including the period in which the transaction will ultimately be included in taxable income or deducted as an expense) is uncertain. Additionally, we file income, franchise, gross receipts and similar tax returns in many jurisdictions. Our tax returns are subject to audit and investigation by the Internal Revenue Service, most states in the U.S., and by various government agencies representing many jurisdictions outside the U.S.

The Tax Cuts and Jobs Act of 2017 (the "Tax Act") contains a provision which subjects a U.S. parent of a foreign subsidiary to current U.S. tax on its global intangible low–taxed income (“GILTI”). The GILTI income is eligible for a deduction, which lowers the effective tax rate to 10.5% for calendar years 2018 through 2025 and 13.125% after 2025. The Company will report the tax impact of GILTI as a period cost when incurred. Accordingly, the Company is not providing deferred taxes for basis differences expected to reverse as GILTI.

Contractual Guarantees, Litigation, Investigations and Insurance

In the normal course of business we are subject to certain contractual guarantees and litigation. We record in the Consolidated Balance Sheets amounts representing our estimated liability relating to such guarantees, litigation and insurance claims. Guarantees are accounted for in accordance with ASC 460-10, *Guarantees*, at fair value at the inception of the guarantee. We perform an analysis to determine the level of reserves to establish for both insurance-related claims that are known and have been asserted against us as well as for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to our claims administrators as of the respective balance sheet dates. We include any adjustments to such insurance reserves in our Consolidated Statements of Earnings. In addition, as a contractor providing services to various agencies of the U.S. federal government, we are subject to many levels of audits, investigations, and claims by, or on behalf of, the U.S. federal government with respect to contract performance, pricing, costs, cost allocations and procurement practices. We adjust revenues based upon the amounts we expect to realize considering the effects of any client audits or governmental investigations.

Business Combinations

U.S. GAAP requires that the purchase price paid for business combinations accounted for using the acquisition method be allocated to the assets and liabilities acquired based on their respective Fair Values. The Company makes certain estimates and judgments relating to other assets and liabilities acquired as well as any identifiable intangible assets acquired.

Use of Estimates and Assumptions

The preparation of financial statements in conformity with U.S. GAAP requires us to employ estimates and make assumptions that affect the reported amounts of certain assets and liabilities; the revenues and expenses reported for the periods covered by the financial statements; and certain amounts disclosed in these Notes to the Consolidated Financial Statements. Although such estimates and assumptions are based on management’s most recent assessment of the underlying facts and circumstances utilizing the most current information available and past experience, actual results could differ significantly from those estimates and assumptions. Our estimates, judgments and assumptions are evaluated periodically and adjusted accordingly.

New Accounting Pronouncements

ASU 2020-04, Reference Rate Reform, (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting is intended to provide relief for entities impacted by reference rate reform and contains provisions and optional expedients designed to simplify requirements around designation of hedging relationships, probability assessments of hedged forecasted transactions and accounting for modifications of contracts that refer to LIBOR or other rates affected by reference rate reform. The guidance is elective and is effective on the date of issuance. ASU 2020-04 is applied prospectively to contract modifications and as of the effective date for existing and new eligible hedging relationships. The guidance is temporary and will generally not be applicable to contract modifications which occur after December 31, 2022. The adoption of the new guidance in the first quarter of fiscal 2022 allowed the Company to continue its British pound denominated interest rate hedge relationships which previously defined LIBOR as the benchmark interest rate and in December 2021 were amended to replace LIBOR with the Sterling Overnight Index Average rate ("SONIA").

ASU No. 2021-08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers, is effective for fiscal years beginning after December 15, 2022, with early adoption permitted. ASU 2021-08 requires contract assets and contract liabilities (i.e., deferred revenue) acquired in a business combination to be recognized and measured by the acquirer on the acquisition date in accordance with ASC 606, Revenue from Contracts with Customers. Generally, this new guidance will result in the acquirer recognizing contract assets and contract liabilities at the same amounts recorded by the acquiree. The Company adopted the new guidance in the first quarter of fiscal 2022 and the adoption had no impact on the Company's financial position, results of operations or cash flows.

3. Revenue Accounting for Contracts

Disaggregation of Revenues

Our revenues are principally derived from contracts to provide a diverse range of technical, professional, and construction services to a large number of industrial, commercial, and governmental clients. We provide a broad range of engineering, design, and architectural services; construction and construction management services; operations and maintenance services; and process, scientific, and systems consulting services. We provide our services through offices and subsidiaries located primarily in North America, South America, Europe, the Middle East, India, Australia, Africa, and Asia. We provide our services under cost-reimbursable and fixed-price contracts. Our contracts are with many different customers in numerous industries. Refer to Note 20- *Segment Information* for additional information on how we disaggregate our revenues by reportable segment.

The following table further disaggregates our revenue by geographic area for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Revenues:			
United States	$ 9,875,252	$ 9,671,281	$ 10,158,508
Europe	3,488,317	3,140,114	2,253,284
Canada	269,386	227,692	227,067
Asia	140,663	114,118	117,698
India	114,235	70,772	50,618
Australia and New Zealand	706,283	647,866	537,076
South America and Mexico	—	—	11
Middle East and Africa	328,689	220,789	222,713
Total	$ 14,922,825	$ 14,092,632	$ 13,566,975

The following table presents the revenues earned directly or indirectly from the U.S. federal government and its agencies, expressed as a percentage of total revenues:

For the Years Ended		
September 30, 2022	October 1, 2021	October 2, 2020
31%	33%	33%

Contract Liabilities

Contract liabilities represent amounts billed to clients in excess of revenue recognized to date. Revenue recognized for the year ended September 30, 2022 that was included in the contract liability balance on October 1, 2021 was $422 million. Revenue recognized for the year ended October 1, 2021 that was included in the contract liability balance on October 2, 2020 was $405 million.

Remaining Performance Obligations

The Company’s remaining performance obligations as of September 30, 2022 represent a measure of the total dollar value of work to be performed on contracts awarded and in progress. The Company had approximately $15.0 billion in remaining performance obligations as of September 30, 2022. The Company expects to recognize 52% of our remaining performance obligations within the next twelve months and the remaining 48% thereafter.

Although remaining performance obligations reflect business that is considered to be firm, cancellations, scope adjustments, foreign currency exchange fluctuations or project deferrals may occur that impact their volume or the expected timing of their recognition. Remaining performance obligations are adjusted to reflect any known project cancellations, revisions to project scope and cost, foreign currency exchange fluctuations and project deferrals, as appropriate.

4. Earnings Per Share and Certain Related Information

Basic and Diluted Earnings Per Share

Basic and diluted earnings per share ("EPS") are computed using the two-class method, which is an earnings allocation method that determines EPS for common shares and participating securities. The undistributed earnings are allocated between common shares and participating securities as if all earnings had been distributed during the period. Participating securities and common shares have equal rights to undistributed earnings. Net earnings used for the purpose of determining basic and diluted EPS is determined by taking net earnings, less earnings available to participating securities and the preferred redeemable noncontrolling interests redemption value adjustment associated with the PA Consulting transaction.

The following table reconciles the denominator used to compute basic EPS to the denominator used to compute diluted EPS for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Numerator for Basic and Diluted EPS:			
Net earnings attributable to Jacobs from continuing operations	$ 644,071	$ 467,022	$ 353,861
Preferred Redeemable Noncontrolling interests redemption value adjustment (See Note 14- *PA Consulting Business Combination*)	—	(57,307)	—
Net earnings from continuing operations allocated to participating securities	—	—	(72)
Net earnings from continuing operations allocated to common stock for EPS calculation	$ 644,071	$ 409,715	$ 353,789
Net earnings attributable to Jacobs from discontinued operations	$ (32)	$ 10,008	$ 137,984
Net earnings from discontinued operations allocated to participating securities	—	—	(28)
Net earnings from discontinued operations allocated to common stock for EPS calculation	$ (32)	$ 10,008	$ 137,956
Net earnings allocated to common stock for EPS calculation	$ 644,039	$ 419,723	$ 491,745
Denominator for Basic and Diluted EPS:			
Weighted average basic shares	128,665	130,194	131,541
Shares allocated to participating securities	—	—	(27)
Shares used for calculating basic EPS attributable to common stock	128,665	130,194	131,514
Effect of dilutive securities:			
Stock compensation plans	780	1,080	1,207
Shares used for calculating diluted EPS attributable to common stock	129,445	131,274	132,721
Net Earnings Per Share:			
Basic Net Earnings from Continuing Operations Per Share	$ 5.01	$ 3.15	$ 2.69
Basic Net Earnings from Discontinued Operations Per Share	$ —	$ 0.08	$ 1.05
Basic Earnings Per Share:	$ 5.01	$ 3.22	$ 3.74
Diluted Net Earnings from Continuing Operations Per Share	$ 4.98	$ 3.12	$ 2.67
Diluted Net Earnings from Discontinued Operations Per Share	$ —	$ 0.08	$ 1.04
Diluted Earnings Per Share:	$ 4.98	$ 3.20	$ 3.71

Share Repurchases

On January 16, 2020, the Company's Board of Directors authorized a share repurchase program of up to $1.0 billion of the Company's common stock, to expire on January 15, 2023 (the "2020 Repurchase Authorization"). In the fourth quarter of fiscal 2021 the Company launched an accelerated share repurchase program by advancing $250 million to a financial institution in a privately negotiated transaction, with final non-cash settlement on the program during the first quarter of fiscal 2022 of 342,054 shares.

The following table summarizes the activity under the 2020 Repurchase Authorizations during fiscal 2022:

Amount Authorized	Average Price Per Share (1)	Shares Repurchased	Total Shares Retired
$1,000,000,000	$133.05	2,472,728	2,472,728

(1) Includes commissions paid and calculated at the average price per share

As of September 30, 2022, the Company has $501.0 million remaining under the 2020 Repurchase Authorization.

Our share repurchase programs do not obligate the Company to purchase any shares. Share repurchases may be executed through various means including, without limitation, accelerated share repurchases, open market transactions, privately negotiated transactions, purchases pursuant to a Rule 10b5-1 plan or otherwise. The authorization for the share repurchase programs may be terminated, increased or decreased by the Company's Board of Directors in its discretion at any time. The timing, amount and manner of share repurchases may depend upon market conditions and economic circumstances, availability of investment opportunities, the availability and costs of financing, currency fluctuations, the market price of the Company's common stock, other uses of capital and other factors.

Common and Preferred Stock

Jacobs is authorized to issue two classes of capital stock designated “common stock” and “preferred stock” (each has a par value of $1.00 per share). The preferred stock may be issued in one or more series. The number of shares to be included in a series as well as each series' designation, relative powers, dividend and other preferences, rights and qualifications, redemption provisions and restrictions are to be fixed by the Company's Board of Directors at the time each series is issued. Except as may be provided by the Company's Board of Directors in a preferred stock designation, or otherwise provided for by statute, the holders of shares of common stock have the exclusive right to vote for the election of directors and on all other matters requiring stockholder action. The holders of shares of common stock are entitled to dividends if and when declared by the Company's Board of Directors from whatever assets are legally available for that purpose.

Dividends

On September 15, 2022, the Company's Board of Directors declared a quarterly dividend of $0.23 per share of the Company's common stock which was paid on October 28, 2022, to shareholders of record on the close of business on September 30, 2022. Future dividend declarations are subject to review and approval by the Company's Board of Directors.

Dividends paid through September 30, 2022 and the preceding fiscal year are as follows:

Declaration Date	Record Date	Payment Date	Cash Amount (per share)
July 13, 2022	July 29, 2022	August 26, 2022	$0.23
April 28, 2022	May 27, 2022	June 24, 2022	$0.23
January 26, 2022	February 25, 2022	March 25, 2022	$0.23
September 23, 2021	October 15, 2021	October 29, 2021	$0.21
July 14, 2021	July 30, 2021	August 27, 2021	$0.21
April 22, 2021	May 28, 2021	June 25, 2021	$0.21
January 27, 2021	February 26, 2021	March 26, 2021	$0.21

5. Goodwill and Intangibles

The carrying value of goodwill associated with continuing operations and appearing in the accompanying Consolidated Balance Sheets September 30, 2022 and October 1, 2021 was as follows (in thousands):

	Critical Mission Solutions	People & Places Solutions	PA Consulting	Total
Balance October 1, 2021	$ 2,550,631	$ 3,240,783	$ 1,405,586	$ 7,197,000
Acquired	195,756	116,525	17,245	329,526
Post-Acquisition Adjustments	—	—	5,720	5,720
Foreign currency translation and other	(30,194)	(47,995)	(269,399)	(347,588)
Balance September 30, 2022	$ 2,716,193	$ 3,309,313	$ 1,159,152	$ 7,184,658

The following table provides certain information related to the Company’s acquired intangibles in the accompanying Consolidated Balance Sheets for the year ended September 30, 2022 (in thousands):

	Customer Relationships, Contracts and Backlog	Developed Technology	Trade Names	Total
Balances, October 1, 2021	$ 1,309,061	$ 40,020	$ 216,677	$ 1,565,758
Acquired	101,527	62,000	392	163,919
Amortization	(175,592)	(12,055)	(10,955)	(198,602)
Foreign currency translation and other	(98,558)	(1,034)	(37,431)	(137,023)
Balances, September 30, 2022	$ 1,136,438	$ 88,931	$ 168,683	$ 1,394,052
Weighted Average Amortization Period (years)	7	7	18	9

The weighted average amortization period includes the effects of foreign currency translation.

The following table presents estimated amortization expense of intangible assets for fiscal 2023 and for the succeeding years. The amounts below include preliminary amortization estimates for the StreetLight opening balance sheet fair values that are still preliminary and are subject to change.

Fiscal Year	(in millions)
2023	$ 194.8
2024	194.4
2025	194.0
2026	171.3
2027	140.1
Thereafter	499.5
Total	$ 1,394.1

6. Other Financial Information

Receivables and contract assets

The following table presents the components of receivables and contract assets appearing in the accompanying Consolidated Balance Sheets at September 30, 2022 and October 1, 2021 as well as certain other related information (in thousands):

	September 30, 2022	October 1, 2021
Components of receivables:		
Amounts billed, net	$ 1,400,088	$ 1,278,087
Unbilled receivables and other	1,523,249	1,343,588
Contract assets	482,044	479,743
Total receivables and contract assets, net	$ 3,405,381	$ 3,101,418
Other information about receivables:		
Amounts due from the United States federal government included above, net of contract liabilities	$ 749,323	$ 563,009

Property, Equipment and Improvements, Net

The following table presents the components of our property, equipment and improvements, net at September 30, 2022 and October 1, 2021 (in thousands):

	September 30, 2022	October 1, 2021
Land	$ 478	$ 970
Buildings	46,244	52,822
Equipment	643,805	586,302
Leasehold improvements	179,187	201,522
Construction in progress	34,880	21,188
	904,594	862,804
Accumulated depreciation and amortization	(557,918)	(509,687)
	$ 346,676	$ 353,117

The following table presents our property, equipment and improvements, net by geographic area for the years ended September 30, 2022 and October 1, 2021 (in thousands):

	For the Years Ended	
	September 30, 2022	October 1, 2021
Property, equipment and improvements, net:		
United States	$ 226,639	$ 229,752
Europe	87,331	95,746
Canada	5,210	2,076
Asia	2,578	2,170
India	9,659	11,545
Australia and New Zealand	13,211	10,401
Middle East and Africa	2,048	1,427
Total	$ 346,676	$ 353,117

See discussion in Note 10- *Leases*, regarding impairments recorded in the current year relating to the Company's real estate lease portfolio and related property, equipment and improvements, net.

<u>Accrued Liabilities</u>

The following table presents the components of “Accrued liabilities” shown in the accompanying Consolidated Balance Sheets at September 30, 2022 and October 1, 2021 (in thousands):

	September 30, 2022	October 1, 2021
Accrued payroll and related liabilities	$ 947,547	$ 1,042,265
Project-related accruals	28,178	56,083
Non project-related accruals and other	279,062	239,851
Insurance liabilities	63,183	73,016
Sales and other similar taxes	93,500	94,393
Dividends payable	30,292	27,951
Total	$ 1,441,762	$ 1,533,559

Accumulated Other Comprehensive Income

The following table presents the Company's roll forward of accumulated income (loss) after-tax for the years ended September 30, 2022 and October 1, 2021 (in thousands):

	Change in Pension and Retiree Medical Plan Liabilities	Foreign Currency Translation Adjustment (1)	Gain/(Loss) on Cash Flow Hedges	Total
Balance at October 2, 2020	**$ (498,726)**	**$ (419,715)**	**$ (14,616)**	**$ (933,057)**
Other comprehensive income (loss)	94,606	12,475	14,339	121,420
Reclassifications from other comprehensive income (loss)	9,559	—	7,636	17,195
Balance at October 1, 2021	**$ (394,561)**	**$ (407,240)**	**$ 7,359**	**$ (794,442)**
Other comprehensive income (loss)	87,034	(378,800)	108,555	(183,211)
Reclassifications from other comprehensive income (loss)	132	—	2,391	2,523
Balance at September 30, 2022	**$ (307,395)**	**$ (786,040)**	**$ 118,305**	**$ (975,130)**

(1) Included in the overall foreign currency translation adjustment for the years ended September 30, 2022 and October 1, 2021 is $144.3 million and $(0.9) million, respectively, in unrealized gains (losses) on long-term foreign currency denominated intercompany loans not anticipated to be settled in the foreseeable future.

Included in the Company’s cumulative net unrealized gains from interest rate and cross currency swaps recorded in accumulated other comprehensive income as of September 30, 2022 were approximately $21 million in unrealized gains, net of taxes, which are expected to be realized in earnings during the twelve months subsequent to September 30, 2022.

7. Income Taxes

The following table presents the components of our consolidated income taxes for continuing operations for years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Current income tax (benefit) expense from continuing operations:			
Federal	$ (35,291)	$ 91,313	$ (37,030)
State	4,526	30,886	(5,021)
Foreign	79,822	38,959	41,616
Total current tax expense from continuing operations	49,057	161,158	(435)
Deferred income tax expense (benefit) from continuing operations:			
Federal	56,526	35,109	53,485
State	17,178	21,826	7,133
Foreign	38,142	56,688	(4,863)
Total deferred tax expense from continuing operations	111,846	113,623	55,755
Consolidated income tax expense from continuing operations	$ 160,903	$ 274,781	$ 55,320

Deferred taxes reflect the tax effects of temporary differences between the amounts recorded as assets and liabilities for financial reporting purposes and the comparable amounts recorded for income tax purposes. Deferred tax assets and liabilities are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse.

The following table presents the components of our net deferred tax (liabilities) assets at September 30, 2022 and October 1, 2021 (in thousands):

	September 30, 2022	October 1, 2021
Deferred tax assets:		
Obligations relating to:		
Other employee benefit plans	138,897	156,931
Net operating losses	132,999	197,929
Foreign tax credit	83,697	87,689
Contract revenues and costs	—	81,633
Lease liability	138,635	155,064
Unrealized foreign exchange loss	46,005	—
Other	13,005	19,689
Valuation allowance	(113,483)	(188,662)
Gross deferred tax assets	439,755	510,273
Deferred tax liabilities:		
Contract revenues and costs	(6,007)	—
Depreciation and amortization	(431,946)	(436,324)
Lease right of use asset	(71,658)	(93,338)
Partnership investment	(52,787)	(72,560)
Hedge Investments	(38,994)	(13,754)
Unrealized Foreign Exchange Gain	(45,754)	—
Other	(30,206)	(5,484)
Gross deferred tax liabilities	(677,352)	(621,460)
Net deferred tax liabilities	$ (237,597)	$ (111,187)

Certain amounts have been reclassified to conform to current year presentation.

Tax law changes were enacted in the United Kingdom that, among other provisions, will increase the corporate tax rate to 25% from 19% effective April 1, 2023. The rate change resulted in an increase of $3.2 million and $25.6 million to our deferred income tax expense for the years ended September 30, 2022 and October 1, 2021, respectively. Our current income tax expense in the United Kingdom will be based on the new rate beginning in April 2023.

A valuation allowance is recorded to reduce deferred tax assets to the amount that is more likely than not to be realized based on an assessment of positive and negative evidence, including estimates of future taxable income necessary to realize future deductible amounts. The valuation allowance was $113.5 million at September 30, 2022 and $188.7 million at October 1, 2021. This $75.2 million change in the valuation allowance is attributable mainly to $33.1 million in a change in the realizability of foreign tax credits due to a change in the U.S. foreign tax credit regulations, a decrease of $26.0 million relates to a change in judgment on the realizability of domestic deferred tax assets which are capital in nature, and a decrease of $16.1 million relating to various other items.

At September 30, 2022 and October 1, 2021, the domestic and international net operating loss (NOL) carryforwards totaled $491.3 million and $760.4 million, resulting in an NOL deferred tax asset of $133.0 million and $197.9 million, respectively. The Company's net operating losses have various expiration periods between 2023 and indefinite periods. At September 30, 2022, the Company has foreign tax credit carryforwards of $83.7 million, which has a partial valuation allowance of $55.4 million, expiring between 2023 and 2032.

The following table presents the income tax benefits from continuing operations realized from the exercise of non-qualified stock options and disqualifying dispositions of stock sold under our employee stock purchase plans for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in millions):

For the Years Ended		
September 30, 2022	October 1, 2021	October 2, 2020
$ 2.2	$ 9.9	$ 10.2

The following table reconciles total income tax expense from continuing operations using the statutory U.S. federal income tax rate to the consolidated income tax expense for continuing operations shown in the accompanying Consolidated Statements of Earnings for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (dollars in thousands):

	For the Years Ended					
	September 30, 2022	%	October 1, 2021	%	October 2, 2020	%
Statutory amount	$ 184,033	21.0 %	$ 146,078	21.0 %	$ 92,652	21.0 %
State taxes, net of the federal benefit	19,316	2.2 %	14,564	2.1 %	7,254	1.6 %
Exclusion of tax on non-controlling interests	(7,533)	(0.9)%	(7,999)	(1.1)%	(6,622)	(1.5)%
Foreign:						
Difference in tax rates of foreign operations	(2,516)	(0.3)%	3,684	0.5 %	(6,267)	(1.4)%
Expense/(benefit) from foreign valuation allowance change	2,982	0.3 %	2,148	0.3 %	(16,861)	(3.8)%
Nondeductible compensation	—	— %	48,727	7.0 %	—	— %
U.S. tax cost (benefit) of foreign operations	48,843	5.6 %	35,228	5.1 %	42,992	9.7 %
Tax differential on foreign earnings	49,309	5.6 %	89,787	12.9 %	19,864	4.5 %
Foreign tax credits	(33,734)	(3.8)%	(25,230)	(3.6)%	(26,471)	(6.0)%
Tax Rate Change	3,210	0.4 %	25,588	3.7 %	(6,811)	(1.5)%
Valuation allowance	(59,121)	(6.7)%	38,928	5.6 %	—	— %
Uncertain tax positions	(1,439)	(0.2)%	978	0.1 %	(11,338)	(2.6)%
Other items:						
Energy efficient commercial buildings deduction	(2,681)	(0.3)%	(3,760)	(0.5)%	(7,267)	(1.6)%
Disallowed officer compensation	6,034	0.7 %	6,689	1.0 %	5,081	1.2 %
Stock compensation	(2,168)	(0.2)%	(9,946)	(1.4)%	(10,234)	(2.3)%
Other items – net	5,677	0.6 %	(896)	(0.1)%	(788)	(0.2)%
Total other items	6,862	0.8 %	(7,913)	(1.1)%	(13,208)	(3.0)%
Taxes on income from continuing operations	$ 160,903	18.4 %	$ 274,781	39.5 %	$ 55,320	12.5 %

The following table presents income tax payments, net made during the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in millions):

September 30, 2022	October 1, 2021	October 2, 2020
$ 113.9	$ 75.6	$ 39.8

The following table presents the components of our consolidated earnings from continuing operations before taxes for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
United States earnings	$ 415,673	$ 634,820	$ 208,302
Foreign earnings	460,674	60,782	232,901
	$ 876,347	$ 695,602	$ 441,203

We do not record a deferred tax liability for unremitted earnings of our foreign subsidiaries to the extent that the earnings meet the indefinite reversal criteria. This criteria is met if the foreign subsidiary has invested, or will invest, the earnings indefinitely. The decision as to the amount of unremitted earnings that we intend to maintain in non-U.S. subsidiaries considers items including, but not limited to, forecasts and budgets of financial needs of cash for working capital, liquidity plans, and expected cash requirements in the U.S. As of September 30, 2022, we had not recognized a deferred tax liability on approximately $168.0 million of undistributed earnings for certain foreign subsidiaries, because these earnings are intended to be indefinitely reinvested. If such earnings were distributed, some countries may impose additional taxes. The unrecognized deferred tax liability (the amount payable if distributed) is approximately $13.1 million.

The Company has various long-term foreign currency denominated intercompany loans not anticipated to be settled in the foreseeable future. Due to the long-term nature of the loan, the foreign currency gains (losses) resulting from re-measurement are generally recognized as a component of accumulated other comprehensive income (loss). Deferred taxes are not provided on the unrealized gains of approximately $101.7 million because the intercompany loans and the related gains (losses) on the loans denominated in the functional currencies of the subsidiaries are viewed as a part of the Company's net investment in the subsidiaries and are considered to be indefinitely reinvested by the Company. The unrecognized deferred taxes are approximately $25 million as of September 30, 2022.

The Company accounts for unrecognized tax benefits in accordance with ASC Topic 740, *Income Taxes*. It accounts for interest and penalties on unrecognized tax benefits as interest and penalties reported above the line (i.e., not as part of income tax expense). The Company's liability for gross unrecognized tax benefits was $81.9 million and $91.9 million at September 30, 2022 and October 1, 2021, respectively, after ASU 2013-11 netting of $7.0 million and $21.7 million, respectively. If recognized, $73.5 million would affect the Company's consolidated effective income tax rate. The Company had $43.5 million and $41.6 million in accrued interest and penalties at September 30, 2022 and October 1, 2021, respectively. The Company estimates that, within twelve months, we may realize a decrease in our uncertain tax positions of approximately $2.2 million as a result of concluding various tax audits and closing tax years. As of September 30, 2022, the Company's U.S. federal income tax returns for tax years 2009 and forward remain subject to examination.

The following table presents the reconciliation of the beginning and ending amount of unrecognized tax benefits, with StreetLight and PA Consulting related impacts added for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Balance, beginning of year	$ 113,633	$ 102,484	$ 104,355
Acquisitions/Divestitures	192	7,639	—
Additions based on tax positions related to the current year	1,136	7,088	1,064
Additions for tax positions of prior years	1,207	1,711	7,472
Reductions for tax positions of prior years	(3,672)	(4,851)	(6,695)
Settlement	(23,603)	(438)	(3,712)
Balance, end of year	$ 88,893	$ 113,633	$ 102,484

As further discussed in Note 14, *PA Consulting Business Combination* and Note 15, *Other Business Combinations*, the Company has made several acquisitions and a strategic investment, all of which were accounted for as stock purchases and the tax attributes of the net assets acquired were carried over, with the exception of the Buffalo Group, which was treated as an asset acquisition and the net assets were stepped up to fair value.

8. Joint Ventures, VIEs and Other Investments

For consolidated joint ventures, the entire amount of the revenue recognized for services performed and the costs associated with these services, including the services provided by the other joint venture partners, are included in the Company's results of operations. Likewise, the entire amount of each of the assets and liabilities are included in the Company's consolidated balance sheet. There are no consolidated VIEs that have debt or credit facilities. Summary financial information of consolidated VIEs is as follows (in millions):

	September 30, 2022	October 1, 2021
Current assets	$ 353.9	$ 289.7
Non-Current assets	—	0.1
Total assets	$ 353.9	$ 289.8
Current liabilities	$ 228.1	$ 220.8
Total liabilities	$ 228.1	$ 220.8

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Revenue	$ 1,253.8	$ 1,037.3	$ 912.9
Direct cost of contracts	(985.5)	(910.1)	(807.9)
Gross profit	268.3	127.2	105.0
Net earnings	$ 92.3	$ 84.3	$ 72.6

Unconsolidated joint ventures are accounted for under the equity method or proportionate consolidation. Proportionate consolidation is used for joint ventures that include unincorporated legal entities and activities of the joint venture are construction-related. For those joint ventures accounted for under proportionate consolidation, only the Company's pro rata share of assets, liabilities, revenue, and costs are included in the Company's balance sheet and results of operations.

For the proportionate consolidated VIEs, the carrying value of assets and liabilities was $109.3 million and $129.2 million as of September 30, 2022, respectively and $115.1 million and $129.5 million as of October 1, 2021, respectively. For those joint ventures accounted for under the equity method, the Company's investment balances for the joint venture is included in other noncurrent Assets: miscellaneous on the balance sheet and the Company's pro rata share of net income is included in revenue. In limited cases, there are basis differences between the equity in the joint venture and Jacobs' investment created when Jacobs purchased their share of the joint venture. These basis differences are amortized based on an internal allocation to underlying net assets, excluding allocations to goodwill. Our investments in equity method joint ventures on the Consolidated Balance Sheets as of September 30, 2022 and October 1, 2021 were a net asset of $56.6 million and $121.3 million, respectively. During the years ended September 30, 2022, October 1, 2021, and October 2, 2020, we recognized income from equity method joint ventures of $36.5 million, $60.9 million, and $82.2 million, respectively.

Accounts receivable from unconsolidated joint ventures accounted for under the equity method is $21.1 million and $19.7 million as of September 30, 2022 and October 1, 2021, respectively.

The Company currently holds a 24.5% interest in AWE Management Ltd ("AWE") that is accounted for under the equity method, and the carrying value of the Company's investment as of October 2, 2020 was approximately $38 million. As of October 2, 2020, AWE was under a contractual operating arrangement with the UK Ministry of Defence (MoD) with multiple years remaining under the arrangement. On November 2, 2020, the MoD unexpectedly announced plans to change its current operating agreements with AWE that would result in the early termination of the current contract in 2021. During the fiscal year ended October 1, 2021, the Company recorded other-than-temporary impairment charges on its investment in AWE in the amount of $38.5 million, which were included in miscellaneous income (expense), net in the consolidated statement of earnings. During fiscal year 2022, the contractual operating arrangement with MoD was terminated which has resulted in the wind down and full impairment of the AWE Joint Venture with immaterial activity expected going forward.

The Company held a cost method investment in C3.ai, Inc. ("C3") and in the first quarter of fiscal 2021, C3 completed an initial public offering and as a result the Company carried its investment in C3 at fair value, with changes reflected in net income as it is an investment in equity securities with a readily determinable fair value based on quoted market prices. During fiscal 2021 and subsequent to the IPO, the Company sold all shares owned in C3. Dividend income, unrealized gains and related realized gains on disposal of these shares of $49.6 million were recognized in miscellaneous income (expense), net, in the Consolidated Statement of Earnings for the year ended October 1, 2021.

9. Borrowings

The following table presents certain information regarding the Company's long-term debt at September 30, 2022 and October 1, 2021 (dollars in thousands):

	Interest Rate	Maturity	September 30, 2022	October 1, 2021
Revolving Credit Facility	Benchmark + applicable margin (1) (2)	March 2024	$ 1,105,294	$ 327,794
2021 Term Loan Facility	Benchmark + applicable margin (1) (3)	March 2024	923,580	1,081,724
2020 Term Loan Facility	Benchmark + applicable margin (1) (4)	March 2025 (5)	882,263	988,940
Fixed-rate notes due:				
Senior Notes, Series A	4.27%	May 2025	190,000	190,000
Senior Notes, Series B	4.42%	May 2028	180,000	180,000
Senior Notes, Series C	4.52%	May 2030	130,000	130,000
Less: Current Portion (4)			(50,415)	(53,456)
Less: Deferred Financing Fees			(3,466)	(5,069)
Total Long-term debt, net			$ 3,357,256	$ 2,839,933

(1) During the year ended September 30, 2022, the aggregate principal amounts denominated in British pounds under the Revolving Credit Facility, 2021 Term Loan Facility and 2020 Term Loan Facility transitioned from underlying LIBOR benchmarked rates to SONIA rates. Borrowings denominated in U.S. dollars remained benchmarked to LIBOR rates.

(2) Depending on the Company's Consolidated Leverage Ratio (as defined in the credit agreement governing the Revolving Credit Facility (defined below)), U.S. dollar denominated borrowings under the Revolving Credit Facility bear interest at either a eurocurrency rate plus a margin of between 0.875% and 1.625% or a base rate plus a margin of between 0% and 0.625%.The applicable LIBOR rates, including applicable margins, at September 30, 2022 and October 1, 2021 were approximately 4.08% and 1.45%. Borrowings denominated in British pounds bear interest at an adjusted SONIA rate plus a margin of between 0.875% and 1.625%. There were no amounts drawn in British pounds as of September 30, 2022.

(3) Depending on the Company's Consolidated Leverage Ratio (as defined in the credit agreement governing the 2021 Term Loan Facility (defined below)), U.S. dollar denominated borrowings under the 2021 Term Loan Facility bear interest at either a eurocurrency rate plus a margin of between 0.875% and 1.625% or a base rate plus a margin of between 0% and 0.625%. The applicable LIBOR rate, including applicable margin, at September 30, 2022 and October 1, 2021was approximately 4.06% and 1.43%. Borrowings denominated in British pounds bear interest at an adjusted SONIA rate plus a margin of between 0.875% and 1.625%, which was approximately 3.60% at September 30, 2022.

(4) Depending on the Company's Consolidated Leverage Ratio (as defined in the credit agreement governing the 2020 Term Loan Facility (defined below)), U.S. dollar denominated borrowings under the 2020 Term Loan Facility bear interest at either a eurocurrency rate plus a margin of between 0.875% and 1.5% or a base rate plus a margin of between 0% and 0.5%. The applicable LIBOR rates, including applicable margins, at September 30, 2022 and October 1, 2021 were approximately 4.49% and 1.45%. Borrowings denominated in British pounds bear interest at an adjusted SONIA rate plus a margin between 0.875% and 1.5%, which was approximately 3.60% at September 30, 2022.

(5) The 2020 Term Loan requires quarterly principal repayments of 1.25%, or $9.125 million and £3.125 million, of the aggregate initial principal amount borrowed.

In connection with the Company's implementation of a new holding company structure, which was completed in August 2022, the Company launched an offer to repurchase its outstanding Senior Notes at par plus accrued and unpaid interest, and without any make-whole premium. On October 7, 2022, the Company repaid $481 million of Senior Notes held by holders who accepted the offer with proceeds from our long-term Revolving Credit Facility. The remaining $19 million of Senior Notes outstanding are Senior Notes, Series B due in May 2028 as indicated in the table above. The Revolving Credit Facility and Term Loan Facilities (defined below) were amended to permit the implementation of the holding company.

On February 7, 2014, the Company and certain of its subsidiaries entered into a $1.6 billion long-term unsecured, revolving credit facility (as amended, the "2014 Revolving Credit Facility") with a syndicate of U.S. and international banks and financial institutions. On March 27, 2019, the Company entered into a second amended and restated credit agreement (the "Revolving Credit Facility") which amended and restated the 2014 Revolving Credit Facility by, among other things, (a) extending the maturity date of the credit facility to March 27, 2024, (b) increasing the facility amount to $2.25 billion (with an accordion feature that allows a further increase of the facility amount up to $3.25 billion), (c) eliminating the covenants restricting investments, joint ventures and acquisitions by the Company and its subsidiaries and (d) adjusting the financial covenants to eliminate the net worth covenant upon the removal of the same covenant from the Company's existing Note Purchase Agreement (defined below). We were in compliance with the covenants under the Revolving Credit Facility at September 30, 2022.

On December 16, 2020, the Company entered into a first amendment to the Revolving Credit Facility, which provides for, among other things, (a) administrative changes allowing a one-time limited conditionality draw under the Revolving Credit Facility in connection with the March 2, 2021 investment by the Company, indirectly through a subsidiary of the Company, of a majority interest in PA Consulting and (b) an increase in the interest rate applicable margin to 1.625% per annum if the Consolidated Leverage Ratio (as defined in the Revolving Credit Facility) of the Company is equal to or greater than 3.00 to 1.00.

The Revolving Credit Facility permits the Company to borrow under two separate tranches in U.S. dollars, certain specified foreign currencies, and any other currency that may be approved in accordance with the terms of the Revolving Credit Facility. The Revolving Credit Facility also provides for a financial letter of credit sub facility of $400.0 million, permits performance letters of credit, and provides for a $50.0 million sub facility for swing line loans. Letters of credit are subject to fees based on the Company's Consolidated Leverage Ratio. The Company pays a facility fee of between 0.08% and 0.23% per annum depending on the Company's Consolidated Leverage Ratio.

On March 25, 2020, the Company entered into an unsecured term loan facility (the “2020 Term Loan Facility”) with a syndicate of financial institutions as lenders. Under the 2020 Term Loan Facility, the Company borrowed an aggregate principal amount of $730.0 million and one of the Company's U.K. subsidiaries borrowed an aggregate principal amount of £250.0 million. The proceeds of the term loans were used to repay the Bilateral Term Loan and for general corporate purposes. The 2020 Term Loan Facility contains affirmative and negative covenants and events of default customary for financings of this type that are consistent with those included in the Revolving Credit Facility.

During fiscal 2020, the Company entered into interest rate and cross currency derivative contracts to swap a portion of our variable rate debt to fixed rate debt. See Note 18- *Commitments and Contingencies and Derivative Financial Instruments* for discussion regarding the Company's derivative instruments.

During fiscal 2022 we entered into two treasury locks to manage our interest rate exposure with the anticipated issuance of fixed rate debt before December 2023. During fiscal 2020, the Company entered into interest rate and cross currency derivative contracts to swap a portion of our variable rate debt to fixed rate debt. See Note 18- *Commitments and Contingencies and Derivative Financial Instruments* for discussion regarding the Company's derivative instruments.

On January 20, 2021, the Company entered into an unsecured delayed draw term loan facility (the “2021 Term Loan Facility”) with a syndicate of financial institutions as lenders. Under the 2021 Term Loan Facility, the Company borrowed an aggregate principal amount of $200.0 million and £650.0 million. The proceeds of the term loans were used primarily to fund the Company's investment in PA Consulting. The 2021 Term Loan Facility contains affirmative and negative covenants and events of default customary for financings of this type that are consistent with those included in the Revolving Credit Facility and the 2020 Term Loan Facility.

The 2020 Term Loan Facility and the 2021 Term Loan Facility are together referred to as the "Term Loan Facilities". We were in compliance with the covenants under the Term Loan Facilities at September 30, 2022.

On March 12, 2018, the Company entered into a note purchase agreement (as amended, the "Note Purchase Agreement") with respect to the issuance and sale in a private placement transaction of $500.0 million in the aggregate principal amount of the Company's senior notes in three series (collectively, the "Senior Notes"). The Note Purchase Agreement provides that if the Company's consolidated leverage ratio exceeds a certain amount, the interest on the Senior Notes may increase by 75 basis points. The Senior Notes may be prepaid at any time subject to a make-whole premium. The sale of the Senior Notes closed on May 15, 2018. The Company used the net proceeds from the offering of Senior Notes to repay certain existing indebtedness and for other general corporate purposes. The Note Purchase Agreement contains affirmative, negative and financial covenants customary for financings of this type, including, among other things, covenants to maintain a minimum consolidated net worth and maximum consolidated leverage ratio and limitations on certain liens, mergers, dispositions and transactions with affiliates. In addition, the Note Purchase Agreement contains customary events of default. We were in compliance with the covenants under the Note Purchase Agreement at September 30, 2022.

We believe the carrying value of the Revolving Credit Facility, the Term Loan Facilities and other debt approximates fair value based on the interest rates and scheduled maturities applicable to the outstanding borrowings. The fair value of the Senior Notes is estimated to be $498.3 million at September 30, 2022, based on Level 2 inputs. The fair value is determined by discounting future cash flows using interest rates available for issuances with similar terms and average maturities.

The Company has issued $1.3 million in letters of credit under the Revolving Credit Facility, leaving $1.14 billion of available borrowing capacity under the Revolving Credit Facility at September 30, 2022. In addition, the Company had issued $279.2 million under separate, committed and uncommitted letter-of-credit facilities for total issued letters of credit of $280.5 million at September 30, 2022.

The following table presents the amount of interest paid by the Company during September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

For the Years Ended		
September 30, 2022	October 1, 2021	October 2, 2020
$88,031	$54,860	$58,257

10. Leases

The components of lease expense (reflected in selling, general and administrative expenses) for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 were as follows (in thousands):

	September 30, 2022	October 1, 2021	October 2, 2020
Lease cost			
Operating lease cost	$ 151,134	$ 160,026	$ 169,967
Variable lease cost	36,631	31,727	35,083
Sublease income	(15,207)	(12,359)	(14,719)
Total lease cost	$ 172,558	$ 179,394	$ 190,331

Supplemental information related to the Company's leases for the years ended September 30, 2022 and October 1, 2021 was as follows (in thousands):

	September 30, 2022	October 1, 2021
Cash paid for amounts included in the measurements of lease liabilities	$ 229,275	$ 209,594
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 38,110	$ 165,770
Weighted average remaining lease term - operating leases	6.3 years	7 years
Weighted average discount rate - operating leases	2.8%	2.6%

Total remaining lease payments under the Company's leases for each of the succeeding years is as follows (in thousands):

Fiscal Year	Operating Leases
2023	$ 168,347
2024	149,492
2025	125,494
2026	106,247
2027	86,639
Thereafter	196,628
	832,847
Less Interest	(75,229)
	$ 757,618

Right-of-Use and Other Long-Lived Asset Impairment

During fiscal 2022 and fiscal 2020, as a result of the Company's transformation initiatives, including the changing nature of the Company's use of office space for its workforce, the Company evaluated its existing real estate lease portfolio. These initiatives resulted in the abandonment of certain leased office spaces and the establishment of a formal plan to sublease certain other leased spaces that will no longer be utilized by the Company. In connection with the Company’s actions related to these initiatives, the Company evaluated certain of its lease right-of-use assets and related property, equipment and leasehold improvements for impairment under ASC 360.

As a result of the analysis, the Company recognized impairment losses of $78.3 million and $162 million for the fiscal years ended September 30, 2022 and October 2, 2020, respectively, which are included in selling, general and administrative expenses in the accompanying statements of earnings. The impairment losses recorded include $60.7 million and $127.0 million related to right-of-use lease assets and $17.7 million and $35.0 million related to other long-lived assets, including property, equipment & improvements and leasehold improvements for the fiscal years ended September 30, 2022 and October 2, 2020, respectively.

11. Employee Stock Purchase and Stock Incentive Plans

Employee Stock Purchase Plans

Under the Company's stock purchase plans, eligible employees who elect to participate in these plans are granted the right to purchase shares of the common stock of Jacobs at a discount that is limited to 5% of the per-share market value on the day shares are sold to employees.

The following table summarizes the stock issuance activity under the plans for the fiscal years ended September 30, 2022, October 1, 2021 and October 2, 2020:

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Aggregate Purchase Price Paid for Shares Sold (in thousands):	$ 38,648	$ 32,149	$ 27,813
Aggregate Number of Shares Sold:	302,429	287,587	333,078

At September 30, 2022, there remains 2,875,448 shares reserved for issuance under the Company's stock purchase plans.

Stock Incentive Plans

We also sponsor the 1999 Stock Incentive Plan, as amended and restated (the "SIP") and the 1999 Outside Director Stock Plan, as amended and restated (the "ODSP"). The 1999 SIP provides for the issuance of incentive stock options, non-qualified stock options, share appreciation rights ("SARs"), restricted stock and restricted stock units to employees. The 1999 ODSP provides for awards of shares of common stock, restricted stock, restricted stock units and grants of non-qualified stock options to our outside (i.e., nonemployee) directors. The following table sets forth certain information about the 1999 Plans:

	1999 SIP	1999 ODSP	Total
Number of shares authorized	29,850,000	1,100,000	30,950,000
Number of remaining shares reserved for issuance at September 30, 2022	4,244,964	242,212	4,487,176
Number of shares relating to outstanding stock options at September 30, 2022	358,224	81,125	439,349
Number of shares available for future awards:			
At September 30, 2022	3,886,740	161,087	4,047,827
At October 1, 2021	4,166,975	187,554	4,354,529

Effective September 28, 2012, all grants of shares under the 1999 SIP are issued on a fungible basis. An award other than an option or SAR is granted on a 1.92-to-1.00 basis (“Fungible”). An award of an option or SAR is granted on a 1-to-1 basis (“Not Fungible”).

The following table presents the fair value of shares (of restricted stock and restricted stock units) vested for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Restricted Stock and Restricted Stock Units (service condition)	$ 23,077	$ 20,374	$ 29,209
Restricted Stock Units (service, market, and performance conditions at target)	22,678	26,495	20,998
Total	$ 45,755	$ 46,869	$ 50,207

At September 30, 2022, the amount of compensation cost relating to non-vested awards not yet recognized in the financial statements is approximately $81.9 million. The majority of these unrecognized compensation costs will be recognized by the first quarter of fiscal 2024. The weighted average remaining contractual term of options currently exercisable is 2.2 years.

Stock Options

The following table summarizes the stock option activity for the years ended September 30, 2022, October 1, 2021 and October 2, 2020:

	Number of Stock Options	Weighted Average Exercise Price
Outstanding at September 27, 2019	926,606	$ 45.48
Exercised	(212,467)	$ 44.05
Cancelled or expired	(7,650)	$ 45.31
Outstanding at October 2, 2020	706,489	$ 45.91
Exercised	(130,030)	$ 47.07
Cancelled or expired	(2,475)	$ 45.18
Outstanding at October 1, 2021	573,984	$ 45.65
Granted (1)	150,951	$ 12.79
Exercised	(284,502)	$ 43.56
Cancelled or expired	(1,084)	$ 21.34
Outstanding at September 30, 2022	439,349	$ 35.77

(1) Included in the September 30, 2022 amounts are options issued related to a recent business combination with strike prices lower than the then-current share price in order to derive a certain value.

Cash received from the exercise of stock options, net of tax remitted, during the year ended September 30, 2022 was $12.4 million.

Stock options outstanding at September 30, 2022 consisted entirely of non-qualified stock options. The following table presents the total intrinsic value of stock options exercised for the fiscal years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

For the Years Ended		
September 30, 2022	October 1, 2021	October 2, 2020
$28,149	$9,693	$9,986

The total intrinsic value of stock options exercisable at September 30, 2022 was approximately $25.2 million. The following table presents certain other information regarding our 1999 SIP and 1999 OSDP for the fiscal years ended September 30, 2022, October 1, 2021 and October 2, 2020:

	September 30, 2022	October 1, 2021	October 2, 2020
At fiscal year end:			
Range of exercise prices for options exercisable (1)	$5.64–$60.43	$37.03–$60.43	$32.51–$60.43
Number of options exercisable	367,624	573,984	706,489
For the fiscal year:			
Range of prices relating to options exercised	$11.27–$60.43	$32.51-$60.43	$37.03-$60.08

(1) Included in the September 30, 2022 amounts are options issued related to a recent business combination with strike prices lower than the then-current share price in order to derive a certain value.

The following table presents certain information regarding stock options outstanding and stock options exercisable at September 30, 2022:

	September 30, 2022		
	Options Outstanding and Exercisable		
Range of Exercise Prices	Number	Weighted Average Remaining Contractual Life (years)	Weighted Average Price
$32.51 - $37.03	149,328	7.60	$ 12.79
$37.43 - $46.09	178,009	2.82	$ 43.01
$47.11 - $55.13	90,137	0.96	$ 53.53
$60.08 - $80.63	21,875	1.42	$ 60.43
	439,349	3.99	$ 35.77

The 1999 ODSP and the 1999 SIP allow participants to satisfy the exercise price of stock options by tendering shares of Jacobs common stock that have been owned by the participants for at least six months. Shares so tendered are retired and canceled, and are shown as repurchases of common stock in the accompanying Consolidated Statements of Stockholders' Equity. The weighted average remaining contractual term of options currently exercisable is 3.1 years.

Restricted Stock

The following table presents the number of shares of restricted stock and restricted stock units issued as common stock under the 1999 SIP for the years ended September 30, 2022, October 1, 2021 and October 2, 2020:

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Restricted stock	818	—	—
Restricted stock units (service condition)	290,582	380,722	351,670
Restricted stock units (service and performance conditions)	176,470	181,132	202,792

The amount of restricted stock units issued for awards with performance conditions in the above table are issued based on performance against the target amount. The number of shares ultimately issued, which could be greater or less than target, will be based on achieving specific performance conditions related to the awards as well as achieving the service condition required for the restricted stock units to vest.

The following table presents the number and weighted average grant-date fair value of restricted stock and restricted stock units at September 30, 2022:

	Number of Shares	Weighted Average Grant-Date Fair Value
Outstanding at October 1, 2021	1,444,231	$ 91.23
Granted	623,323	$ 127.35
Vested	(602,793)	$ 80.95
Canceled	(89,332)	$ 113.89
Outstanding at September 30, 2022	1,375,429	$ 110.64

The following table presents the number of shares of restricted stock and restricted stock units canceled and withheld for taxes under the 1999 SIP for the years ended September 30, 2022, October 1, 2021 and October 2, 2020:

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Restricted stock	—	—	34,417
Restricted stock units (service condition)	57,366	201,967	183,099
Restricted stock units (service and performance conditions)	31,966	218,520	160,781

The amount of unvested restricted stock units canceled for awards with service and performance conditions in the above table is based on the service period achieved and performance against the target amount.

The restrictions attached to restricted stock and restricted stock units generally relate to the recipient’s ability to sell or otherwise transfer the stock or stock units. There are also restrictions that subject the stock and stock units to forfeiture back to the Company until earned by the recipient through continued employment or service.

The following table provides the number of restricted stock units outstanding at September 30, 2022 under the 1999 SIP.

	September 30, 2022
Restricted stock	252
Restricted stock units (service condition)	732,945
Restricted stock units (service and performance conditions)	585,099

The following table presents the number of shares of restricted stock and restricted stock units issued under the 1999 ODSP for the years ended September 30, 2022, October 1, 2021 and October 2, 2020:

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Restricted stock units (service condition)	13,785	17,680	18,100

No shares of restricted stock were issued under the 1999 ODSP during such periods.

The following table provides the number of shares of restricted stock and restricted stock units outstanding at September 30, 2022 under the 1999 ODSP:

	September 30, 2022
Restricted stock	—
Restricted stock units (service condition)	57,133

All shares granted under the 1999 ODSP are issued on a 1.92-to-1.00 basis.

12. Savings and Deferred Compensation Plans

Savings Plans

We sponsor various defined contribution savings plans which allow participants to make voluntary contributions by salary deduction. Such plans cover substantially all of our domestic, nonunion employees in the U.S. and are qualified under Section 401(k) of the U.S. Internal Revenue Code. Similar plans outside the U.S. cover various groups of employees of our international subsidiaries and affiliates. Several of these plans allow the Company to match, on a voluntary basis, a portion of the employee contributions. The following table presents the Company’s contributions to these savings plans for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

September 30, 2022	October 1, 2021	October 2, 2020
$ 184,399	$ 132,865	$ 91,833

Deferred Compensation Plans

Our non-qualified deferred compensation programs provide benefits payable to directors, officers, and certain key employees or their designated beneficiaries at specified future dates, upon retirement, or death. The plans are unfunded; therefore, benefits are paid from the general assets of the Company. Participants' cash deferrals earn a return based on the participants' selection of investments in several hypothetical investment options. Participants are also able to defer stock based compensation in the plans, which must remain invested in Company stock and are distributed in shares of Jacobs common stock. Since no investment diversification is permitted, changes in the fair value of Jacobs' common stock are not recognized. For the deferred compensation held in company stock, the number of shares needed to settle the liability is included in the denominator in both the basic and diluted earnings per share calculations. The following table presents the amount charged to expense for the Company’s deferred compensation plans for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

September 30, 2022	October 1, 2021	October 2, 2020
$ 1,697	$ 2,900	$ 203

The following table presents the amount relating to assets held as deferred compensation arrangement investments for the years ended September 30, 2022 and October 1, 2021 (in thousands):

	September 30, 2022	October 1, 2021
Deferred compensation arrangement investments	$ 165,118	$ 210,223

Deferred compensation arrangement investments are comprised primarily of the cash surrender value of life insurance policies and pooled-investment funds. The fair value of the pooled investment funds is derived using Level 2 inputs.

13. Pension and Other Postretirement Benefit Plans

Company-Only Sponsored Plans

We sponsor various defined benefit pension and other post retirement plans covering employees of certain U.S. and international subsidiaries. The pension plans provide pension benefits that are based on the employee's compensation and years of service. Our funding policy varies by country and plan according to applicable local funding requirements and plan-specific funding agreements.

The accounting for pension and other post-retirement benefit plans requires the use of assumptions and estimates in order to calculate periodic benefit cost and the value of the plans' assets and benefit obligations. These assumptions include discount rates, investment returns, and projected salary increases, among others. The discount rates used in valuing the plans' benefit obligations were determined with reference to high quality corporate and government bonds that are appropriately matched to the duration of each plan's obligations. The expected long-term rate of return on plan assets is generally based on using country-specific simulation models which select a single outcome for expected return based on the target asset allocation. The expected long-term rates of return used in the valuation are the annual average returns generated by these assumptions over a 20-year period for each asset class based on the expected long-term rate of return of the underlying assets.

The following table sets forth the changes in the plans' combined net benefit obligation (segregated between plans existing within and outside the U.S.) for the years ended September 30, 2022 and October 1, 2021 (in thousands):

	U.S. Plans		Non-U.S. Plans	
	September 30, 2022	October 1, 2021	September 30, 2022	October 1, 2021
Net benefit obligation at the beginning of the year	$ 404,820	$ 437,920	$ 2,375,640	$ 2,388,077
Service cost	236	456	6,480	6,568
Interest cost	10,350	10,221	42,328	38,907
Participants' contributions	—	—	249	212
Actuarial gains (1)	(85,067)	(11,808)	(651,798)	(140,670)
Benefits paid	(25,565)	(25,582)	(74,378)	(74,477)
Curtailments/settlements/plan amendments	(5,271)	(6,387)	(2,641)	(13,932)
Acquisition of PA Consulting Plans, net of post-deal transfers (2)	—	—	—	66,065
Effect of exchange rate changes and other, net	—	—	(330,414)	104,890
Net benefit obligation at the end of the year	$ 299,503	$ 404,820	$ 1,365,466	$ 2,375,640

(1) Actuarial gains primarily driven by change in discount rates.
(2) See note below change in assets table.

The following table sets forth the changes in the combined Fair Value of the plans' assets (segregated between plans existing within and outside the U.S.) for the years ended September 30, 2022 and October 1, 2021 (in thousands):

	U.S. Plans		Non-U.S. Plans	
	September 30, 2022	October 1, 2021	September 30, 2022	October 1, 2021
Fair value of plan assets at the beginning of the year	$ 385,521	$ 382,250	$ 2,203,495	$ 2,043,356
Actual (loss) return on plan assets	(68,585)	35,152	(557,972)	60,040
Employer contributions	93	88	33,032	39,085
Participants' contributions	—	—	249	212
Gross benefits paid	(25,565)	(25,582)	(74,378)	(74,477)
Curtailments/settlements/plan amendments	(5,271)	(6,387)	(2,641)	(13,932)
Acquisition of PA Consulting Plans, net of post-deal transfers	—	—	—	60,160
Effect of exchange rate changes and other, net	—	—	(304,160)	89,051
Fair value of plan assets at the end of the year	$ 286,193	$ 385,521	$ 1,297,625	$ 2,203,495

On March 2, 2021, the Company made a strategic investment in PA Consulting, and as a result acquired a gross pension plan obligation of $1.025 billion and pension assets of $1.018 billion. In the third quarter of fiscal 2021, PA Consulting transferred the majority of the assets and liabilities of its largest pension plan to an insurance company, approximately $960 million each, effectively settling those related assets and liabilities for no impact to net income.

Also during fiscal 2022 and 2021, the Company incurred combined curtailment and settlement losses on our defined benefit plans of approximately $0.1 million and $2.8 million, respectively, primarily related to the Ireland, US and UK plans.

The following table reconciles the combined funded statuses of the plans recognized in the accompanying Consolidated Balance Sheets at September 30, 2022 and October 1, 2021 (segregated between plans existing within and outside the U.S.) (in thousands):

	U.S. Plans		Non-U.S. Plans	
	September 30, 2022	October 1, 2021	September 30, 2022	October 1, 2021
Net benefit obligation at the end of the year	$ 299,503	$ 404,820	$ 1,365,466	$ 2,375,640
Fair value of plan assets at the end of the year	286,193	385,521	1,297,625	2,203,495
Underfunded amount recognized at the end of the year	$ 13,310	$ 19,299	$ 67,841	$ 172,145

The following table presents the accumulated benefit obligation at September 30, 2022 and October 1, 2021 (segregated between plans existing within and outside the U.S.) (in thousands):

	U.S. Plans		Non-U.S. Plans	
	September 30, 2022	October 1, 2021	September 30, 2022	October 1, 2021
Accumulated benefit obligation at the end of the year	$ 299,347	$ 404,283	$ 1,355,717	$ 2,305,808

The following table presents the amounts recognized in the accompanying Consolidated Balance Sheets at September 30, 2022 and October 1, 2021 (segregated between plans existing within and outside the U.S.) (in thousands):

	U.S. Plans		Non-U.S. Plans	
	September 30, 2022	October 1, 2021	September 30, 2022	October 1, 2021
Prepaid benefit cost included in noncurrent assets	$ —	$ —	$ 54,897	$ 48,340
Accrued benefit cost included in current liabilities	83	84	4,359	3,873
Accrued benefit cost included in noncurrent liabilities	13,227	19,215	118,379	216,612
Net amount recognized at the end of the year	$ 13,310	$ 19,299	$ 67,841	$ 172,145

The following table presents the significant actuarial assumptions used in determining the funded statuses and the following year's benefit cost of the Company’s U.S. plans for the years ended September 30, 2022, October 1, 2021 and October 2, 2020:

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Discount rates	4.2% to 5.5%	2.3% to 2.8%	2.0% to 2.7%
Rates of compensation increases	3.5%	3.5%	3.5%
Expected long-term rates of return on assets	5.5% to 6.4%	4.7% to 5.1%	4.6% to 4.7%

The following table presents the significant actuarial assumptions used in determining the funded statuses and the following year's benefit cost of the Company’s non-U.S. plans for the years ended September 30, 2022, October 1, 2021 and October 2, 2020:

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Discount rates	2.4% to 7.4%	0.6% to 6.6%	0.4% to 6.6%
Rates of compensation increases	2.5% to 9.0%	2.4% to 7.5%	2.7% to 7.5%
Expected long-term rates of return on assets	3.3% to 7.5%	2.0% to 7.0%	1.8% to 7.0%

The following table presents certain amounts relating to our U.S. plans recognized in accumulated other comprehensive (gain) loss at September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	September 30, 2022	October 1, 2021	October 2, 2020
Arising during the period:			
Net actuarial loss (gain)	$ 578	$ (25,109)	$ (900)
Prior service cost	—	—	1,589
Total	578	(25,109)	689
Reclassification adjustments:			
Net actuarial losses	(2,157)	(3,204)	(2,653)
Prior service (benefit)	(324)	(325)	(244)
Total	(2,481)	(3,529)	(2,897)
Total	$ (1,903)	$ (28,638)	$ (2,208)

The following table presents certain amounts relating to our non-U.S. plans recognized in accumulated other comprehensive (gain) loss at September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	September 30, 2022	October 1, 2021	October 2, 2020
Arising during the period:			
Net actuarial (gain) loss	$ (78,705)	$ (65,547)	$ 71,676
Prior service cost	—	—	—
Total	(78,705)	(65,547)	71,676
Reclassification adjustments:			
Net actuarial losses	(5,492)	(8,761)	(6,322)
Prior service (benefit)	(1,066)	(1,219)	(1,169)
Total	(6,558)	(9,980)	(7,491)
Total	$ (85,263)	$ (75,527)	$ 64,185

The following table presents certain amounts relating to our plans recorded in accumulated other comprehensive loss that have not yet been recognized as components of net periodic benefit cost at September 30, 2022 and October 1, 2021 (segregated between U.S. and non-U.S. plans) (in thousands):

	U.S. Plans		Non-U.S. Plans	
	September 30, 2022	October 1, 2021	September 30, 2022	October 1, 2021
Net actuarial loss	$ 37,638	$ 39,217	$ 248,716	$ 328,397
Prior service cost	697	1,021	20,344	25,926
Total	$ 38,335	$ 40,238	$ 269,060	$ 354,323

The following table presents the amount of accumulated comprehensive income that will be amortized against earnings as part of our net periodic benefit cost in fiscal 2023 based on 2022 exchange rates (segregated between U.S. and non-U.S. plans) (in thousands):

	U.S. Plans	Non-U.S. Plans
Unrecognized net actuarial (gain) or loss	$ (1,770)	$ 5,310
Unrecognized prior service cost	431	1,246
Accumulated comprehensive (gain) or loss to be recorded against earnings	$ (1,339)	$ 6,556

We consider various factors in developing the estimates for the expected, long-term rates of return on plan assets. These factors include the projected, long-term rates of returns on the various types of assets in which the plans invest, as well as historical returns. In general, investment allocations are determined by each plan's trustees and/or investment committees. The objectives of the plans' investment policies are to (i) maximize returns while preserving capital; (ii) provide returns sufficient to meet the current and long-term obligations of the plan as the obligations become due; and (iii) maintain a diversified portfolio of assets so as to reduce the risk associated with having a disproportionate amount of the plans' total assets invested in any one type of asset, issuer or geography. None of our pension plans hold Jacobs common stock directly (although some plans may hold shares indirectly through investments in mutual funds). The plans' weighted average asset allocations at September 30, 2022 and October 1, 2021 (the measurement dates used in valuing the plans' assets and liabilities) were as follows:

	U.S. Plans		Non-U.S. Plans	
	September 30, 2022	October 1, 2021	September 30, 2022	October 1, 2021
Equity securities	2 %	3 %	15 %	15 %
Debt securities	66 %	58 %	49 %	54 %
Real estate investments	— %	— %	11 %	9 %
Other	32 %	39 %	25 %	22 %

The following table presents the Fair Value of the Company's Domestic U.S. plan assets at September 30, 2022, segregated by level of Fair Value measurement inputs within the Fair Value hierarchy promulgated by U.S. GAAP (in thousands):

	September 30, 2022				
	Fair Value, Determined Using Fair Value Measurement Inputs				
	Level 1	Level 2	Level 3	Investments measured at Net Asset Value	Total
Equities	$ 6,708	$ —	$ —	$ —	$ 6,708
Domestic bonds	64,396	106,961	—	—	171,357
Overseas bonds	—	15,200	—	—	15,200
Cash and equivalents	19,025	—	—	—	19,025
Mutual funds	73,903	—	—	—	73,903
Total	$ 164,032	$ 122,161	$ —	$ —	$ 286,193

The following table presents the Fair Value of the Company's non-U.S. plan assets at September 30, 2022, segregated by level of Fair Value measurement inputs within the Fair Value hierarchy promulgated by U.S. GAAP (in thousands):

	September 30, 2022				
	Fair Value, Determined Using Fair Value Measurement Inputs				
	Level 1	Level 2	Level 3	Investments measured at Net Asset Value	Total
Domestic equities	$ —	$ 42,655	$ —	$ 1,539	$ 44,194
Overseas equities	—	74,056	—	76,813	150,869
Domestic bonds	—	38,448	—	—	38,448
Overseas bonds	—	532,697	—	64,897	597,594
Cash and equivalents	9,667	1,835	—	—	11,502
Real estate	—	4,076	102,868	36,959	143,903
Insurance contracts	—	—	80,231		80,231
Hedge funds	—	—	138,603	11,568	150,171
Mutual funds	—	80,713	—	—	80,713
Total	$ 9,667	$ 774,480	$ 321,702	$ 191,776	$ 1,297,625

The following table presents the Fair Value of the Company's U.S. plan assets at October 1, 2021, segregated by level of Fair Value measurement inputs within the Fair Value hierarchy promulgated by U.S. GAAP (in thousands):

	October 1, 2021				
	Fair Value, Determined Using Fair Value Measurement Inputs				
	Level 1	Level 2	Level 3	Investments measured at Net Asset Value	Total
Equities	$ 12,331	$ —	$ —	$ —	$ 12,331
Domestic bonds	74,456	132,138	—	—	206,594
Overseas bonds	—	15,730	—	—	15,730
Cash and equivalents	22,634	—	—	—	22,634
Mutual funds	128,232	—	—	—	128,232
Total	$ 237,653	$ 147,868	$ —	$ —	$ 385,521

The following table presents the Fair Value of the Company's non-U.S. plan assets at October 1, 2021, segregated by level of Fair Value measurement inputs within the Fair Value hierarchy promulgated by U.S. GAAP (in thousands):

	October 1, 2021				
	Fair Value, Determined Using Fair Value Measurement Inputs				
	Level 1	Level 2	Level 3	Investments measured at Net Asset Value	Total
Domestic equities	$ —	$ 86,117	$ —	$ 2,662	$ 88,779
Overseas equities	—	142,243	—	101,071	243,314
Domestic bonds	—	48,119	—	—	48,119
Overseas bonds	—	1,049,585	—	56,616	1,106,201
Cash and equivalents	27,579	1,322	—	—	28,901
Real estate	—	17,319	116,936	53,434	187,689
Insurance contracts	—	—	133,802	—	133,802
Hedge funds	—	—	231,319	16,020	247,339
Mutual funds	—	119,351	—	—	119,351
Total	$ 27,579	$ 1,464,056	$ 482,057	$ 229,803	$ 2,203,495

The following table summarizes the changes in the Fair Value of the Company's non-U.S. Pension Plans' Level 3 assets for the years ended September 30, 2022 and October 1, 2021 (in thousands):

	Real Estate	Insurance Contracts	Hedge Funds
Balance at Balance at October 2, 2020	$ 105,422	$ 67,709	$ 171,730
Purchases, sales, and settlements	6,288	2,413	51,513
Realized and unrealized gains	398	1,448	864
Acquisition of PA Consulting Plans, net of post-deal transfers	—	60,160	—
Effect of exchange rate changes	4,828	2,072	7,212
Balance at October 1, 2021	$ 116,936	$ 133,802	$ 231,319
Purchases, sales, and settlements	(8,686)	(6,312)	(11,553)
Realized and unrealized losses	14,701	(24,770)	(42,964)
Effect of exchange rate changes	(20,083)	(22,489)	(38,199)
Balance at September 30, 2022	$ 102,868	$ 80,231	$ 138,603

The following table presents the amount of cash contributions we anticipate making into the plans during fiscal 2023 (in thousands):

	U.S. Plans	Non-U.S. Plans
Anticipated cash contributions	$ —	$ 26,651

The following table presents the total benefit payments expected to be paid to plan participants during each of the next five fiscal years, and in total for the five years thereafter (in thousands):

	U.S. Plans	Non-U.S. Pans
2023	$ 30,869	$ 62,922
2024	28,884	67,058
2025	28,088	68,129
2026	27,377	72,069
2027	26,139	78,254
For the periods 2028 through 2032	115,872	351,748

The following table presents the components of net periodic benefit cost for the Company's U.S. plans recognized in the accompanying Consolidated Statements of Earnings for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	September 30, 2022	October 1, 2021	October 2, 2020
Service cost	$ 236	$ 456	$ 409
Interest cost	10,350	10,221	12,673
Expected return on plan assets	(16,933)	(15,932)	(17,670)
Actuarial loss	2,861	4,249	3,518
Prior service cost	430	431	323
Net pension cost, before special items	$ (3,056)	$ (575)	$ (747)
Curtailment expense/Settlement (gain) loss	(206)	(64)	3,436
Total net periodic pension (income) cost recognized	$ (3,262)	$ (639)	$ 2,689

The following table presents the components of net periodic benefit cost for the Company's Non-U.S. plans recognized in the accompanying Consolidated Statements of Earnings for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	September 30, 2022	October 1, 2021	October 2, 2020
Service cost	$ 6,480	$ 6,568	$ 5,710
Interest cost	42,328	38,907	39,469
Expected return on plan assets	(71,875)	(90,346)	(93,407)
Actuarial loss	7,147	10,834	7,578
Prior service cost	1,421	1,519	1,405
Net pension cost, before special items	$ (14,499)	$ (32,518)	$ (39,245)
Curtailment expense/Settlement loss	329	2,847	1,341
Total net periodic pension (income) cost recognized	$ (14,170)	$ (29,671)	$ (37,904)

The service cost component of net periodic pension income is presented in direct cost of contracts and selling, general and administrative expenses while all other components are presented in miscellaneous income (expense), net on the Consolidated Statements of Earnings for the years presented above.

Multiemployer Plans

In the U.S. and various other countries, we contribute to trusteed pension plans covering hourly and certain salaried employees under industry-wide agreements. Contributions are based on the hours worked by employees covered under these agreements and are charged to direct costs of contracts on a current basis. With respect to these multiemployer plans, the Company's liability to fund these plans is generally limited to the contributions we are required to make under collective bargaining agreements.

Based on our review of our multiemployer pension plans under the guidance provided in ASU 2011-09— *Compensation-Retirement Benefits-Multiemployer Plans*, we have concluded that none of the multiemployer pension plans into which we contribute are individually significant to our Consolidated Financial Statements.

The following table presents the Company’s contributions to these multiemployer plans for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	September 30, 2022	October 1, 2021	October 2, 2020
Europe	$ 1,548	$ 1,713	$ 1,922
United States	11,038	11,316	6,637
Contributions to multiemployer pension plans	$ 12,586	$ 13,029	$ 8,559

14. PA Consulting Business Combination

Deal Summary, Opening Balance Sheet and Pro Forma Financial Information

On March 2, 2021, Jacobs completed the strategic investment of a 65% interest in PA Consulting, a UK-based leading innovation and transformation consulting firm. The total consideration paid by the Company was $1.7 billion, funded through cash on hand, proceeds from a new term loan and draws on the Company's existing Revolving Credit Facility. Further, in connection with the transaction, an additional $261 million in investment proceeds had not yet been distributed at the investment date due to continuing employment requirements of associated management owners. Consequently, this amount represented compensation expense incurred related to the investment that was expensed subsequent to the date of the transaction, and was reflected in selling, general and administrative expense and cash from operations for the fiscal year ended October 1, 2021. The remaining 35% interest was acquired by PA Consulting employees, whose redeemable noncontrolling interests had a fair value of $582.4 million on the closing date, including subsequent purchase accounting adjustments. PA Consulting is accounted for as a consolidated subsidiary and as a separate operating segment. See Note 9 - *Borrowings* for more discussion on the financing for the transaction.

The following summarizes the fair values of PA Consulting's assets acquired and liabilities assumed as of the acquisition date (in millions):

Assets		
Cash and cash equivalents	$	134.9
Receivables		166.5
Property, equipment and improvements, net		40.5
Goodwill		1,454.0
Identifiable intangible assets		1,004.2
Prepaid expenses and other current assets		9.5
Miscellaneous long term assets		84.0
Total Assets	$	2,893.6
Liabilities		
Accounts payable	$	6.5
Accrued liabilities and other current liabilities		354.8
Other long term liabilities		248.0
Total Liabilities		609.3
Redeemable Noncontrolling interests		582.4
Net assets acquired	$	1,701.9

Goodwill recognized is attributable to a substantial assembled workforce, which does not qualify for separate recognition, as well as expected future economic benefits. None of the goodwill recognized is expected to be deductible for tax purposes. The Company has completed its final assessment of the fair values of PA Consulting's assets acquired and liabilities assumed. Since the initial preliminary estimates reported in the second quarter of fiscal 2021, the Company has updated certain provisional amounts reflected in the final purchase price allocation, as summarized in the estimated fair values of PA Consulting assets acquired and liabilities assumed above. See below for further discussion on updates to redeemable noncontrolling interests.

Identifiable intangibles are customer relationships, contracts and backlog and trade name and have estimated lives ranging from 9 to 20 years (weighted average life of approximately 12 years).

The following presents summarized unaudited pro forma operating results of Jacobs from continuing operations assuming that the Company had the PA Consulting investment at September 28, 2019. These pro forma operating results are presented for illustrative purposes only and are not indicative of the operating results that would have been achieved had the related events occurred (in millions, except per share data):

	For the Years Ended	
	October 1, 2021	October 2, 2020
Revenues	$ 14,504.3	$ 14,348.1
Net earnings of the Group	$ 695.1	$ 83.5
Net earnings attributable to Jacobs	$ 548.0	$ 138.6
Net earnings attributable to Jacobs per share:		
Basic earnings per share	$ 4.21	$ 0.62
Diluted earnings per share	$ 4.17	$ 0.61

Included in the table above are charges relating to transaction expenses, a nonrecurring compensation charge and other items that are removed from the years ended October 1, 2021 and are reflected in the prior fiscal year due to the assumed timing of the transaction. Also, income tax expense for the fiscal year pro forma periods ended October 1, 2021 and October 2, 2020 was $330.7 million and $13.5 million, respectively.

Redeemable Noncontrolling Interests

In connection with the PA Consulting investment, the Company recorded redeemable noncontrolling interests, including subsequent purchase accounting adjustments, representing the noncontrolling interest holders' equity interests in the form of preferred and common shares of PA Consulting, with substantially all of the value associated with these interests allocable to the preferred shares.

During fiscal 2022, the Company repurchased certain shares of the redeemable noncontrolling interest holders for $46.1 million in cash and issued certain shares of redeemable noncontrolling interest holders for $49.7 million. The difference between the cash purchase prices and the recorded book values of these repurchased and issued interests was recorded in the Company's consolidated retained earnings.

During fiscal 2021, updates to the Company's preliminary opening balance sheet fair value estimates of the noncontrolling interests resulted in an offsetting decrease and increase in fair value of the preference share and common share components of the interests by $57.3 million, respectively, with the corresponding redemption value adjustment associated with the preference share portion decreasing consolidated retained earnings and earnings per share by $0.44. See Note 4- *Earnings Per Share and Certain Related Information*. The results of these adjustments had no impact on the Company's overall results of operations, financial position, or cash flows.

Changes in the Company's redeemable noncontrolling interests during the fiscal year ended September 30, 2022 are as follows (in thousands):

		Total
Balance at October 1, 2021	$	657,722
Accrued Preferred Dividend to Preference Shareholders		67,598
Attribution of Preferred Dividend to Common Shareholders		(67,598)
Net earnings attributable to redeemable noncontrolling interest to Common Shareholders		34,585
Redeemable Noncontrolling interests redemption value adjustment		27,657
Repurchase of redeemable noncontrolling interests		(53,834)
Issuance of redeemable noncontrolling interests		54,884
Cumulative translation adjustment and other		(88,492)
Balance at September 30, 2022	$	632,522

In addition, certain employees and nonemployees of PA Consulting are eligible to receive equity-based incentive compensation under the terms of the applicable agreements. During the years ended September 30, 2022 and October 1, 2021, the Company recorded approximately $3.3 million and $0.4 million, respectively, in expense associated with these agreements which is reflected in selling, general and administrative expense in the consolidated statements of earnings.

Restricted Cash

The Company through its investment in PA Consulting held $13.7 million in cash that is restricted from general use and is included in prepaid expenses and other current assets on the Consolidated Balance Sheet.

15. Other Business Combinations

StreetLight Data, Inc.

On February 4, 2022, the Company acquired StreetLight Data, Inc. ("StreetLight"). StreetLight is a pioneer of mobility analytics who uses its data and machine learning resources to shed light on mobility and enable users to solve complex transportation problems. The Company paid total base consideration of approximately $190.8 million in cash and issued $0.9 million in equity and $5.2 million in in-the-money stock options to the former owners of StreetLight. The Company also paid off StreetLight's debt of approximately $1.0 million simultaneously with the consummation of the acquisition. The following summarizes the fair values of StreetLight's assets acquired and liabilities assumed as of the acquisition date (in millions):

Assets		
Cash and cash equivalents	$	7.3
Receivables		5.2
Property, equipment and improvements, net		0.1
Goodwill		116.5
Identifiable intangible assets		105.1
Prepaid expenses and other current assets		2.0
Total Assets	$	236.2
Liabilities		
Accounts payable, accrued expenses and other current liabilities	$	23.1
Other long term liabilities		16.2
Total Liabilities		39.3
Net assets acquired	$	196.9

The purchase price allocation is based upon preliminary information and is subject to change when additional information is obtained. Goodwill recognized is attributable to a substantial assembled workforce, which does not qualify for separate recognition, as well as expected future synergies from combining operations. None of the goodwill recognized is expected to be deductible for tax purposes. The Company has not completed its final assessment of the fair values of StreetLight's assets acquired and liabilities assumed. The final purchase price allocation could result in adjustments to certain assets and liabilities, including the residual amount allocated to goodwill. Since the initial preliminary estimates reported in the second quarter of fiscal 2022, the Company has updated certain amounts reflected in the preliminary purchase price allocation, as summarized in the fair values of StreetLight's assets acquired and liabilities assumed as of the acquisition date set forth above, the majority of which related to reclassifications between goodwill and intangibles and for deferred taxes.

Identifiable intangibles are technology, data and customer relationships, contracts and backlog and have estimated lives of 5, 4 and 9 years, respectively.

No summarized unaudited pro forma results are provided for the StreetLight acquisition due to the immateriality of this acquisition relative to the Company's consolidated financial position and results of operations.

BlackLynx

On November 19, 2021, Jacobs acquired BlackLynx, a provider of high-performance software, to complement Jacobs' portfolio of cyber, intelligence and digital solutions. The Company paid total base consideration of approximately $235.4 million in cash to the former owners of BlackLynx. In conjunction with the acquisition, the Company also paid off BlackLynx's debt of approximately $5.3 million simultaneously with the consummation of the acquisition. The following summarizes the fair values of BlackLynx's assets acquired and liabilities assumed as of the acquisition date (in millions):

Assets		
Cash and cash equivalents	$	5.1
Receivables		7.7
Property, equipment and improvements, net		0.8
Goodwill		195.8
Identifiable intangible assets		51.1
Prepaid expenses and other current assets		3.2
Total Assets	$	263.7
Liabilities		
Accounts payable, accrued expenses and other current liabilities	$	19.5
Other long term liabilities		8.8
Total Liabilities		28.3
Net assets acquired	$	235.4

Goodwill recognized is attributable to a substantial assembled workforce, which does not qualify for separate recognition, as well as expected future synergies from combining operations. None of the goodwill recognized is expected to be deductible for tax purposes. The Company has completed its final assessment of the fair values of BlackLynx's assets acquired and liabilities assumed. Since the initial preliminary estimates reported in the first quarter of fiscal 2021, the Company has updated certain amounts reflected in the preliminary purchase price allocation, as summarized in the fair values of BlackLynx's assets acquired and liabilities assumed as of the acquisition date set forth above, the majority of which related to reclassifications between goodwill and intangibles and for deferred taxes.

Identifiable intangibles are technology and customer relationships, contracts and backlog and have estimated lives of 8 years and 4 years, respectively.

No summarized unaudited pro forma results are provided for the BlackLynx acquisition due to the immateriality of this acquisition relative to the Company's consolidated financial position and results of operations.

Buffalo Group

On November 24, 2020, a subsidiary of Jacobs completed the acquisition of Buffalo Group, a leader in advanced cyber and intelligence solutions which allows Jacobs to further expand its cyber and intelligence solutions offerings to government clients. The Company paid total consideration of $190.1 million, which was comprised of approximately $182.4 million in cash to the former owners of Buffalo Group and contingent consideration of $7.7 million. The contingent consideration was subsequently recognized in fiscal 2021 as an offset to selling, general and administrative expense when it was determined no amounts would be paid. In conjunction with the acquisition, the Company assumed the Buffalo Group's debt of approximately $7.7 million. The Company repaid all of the assumed Buffalo Group debt by the end of the first fiscal quarter of 2021. The following summarizes the fair values of The Buffalo Group's assets acquired and liabilities assumed as of the acquisition date (in millions):

Assets		
Cash and cash equivalents	$	8.4
Receivables		19.2
Property, equipment and improvements, net		2.3
Goodwill		130.7
Identifiable intangible assets		74.0
Prepaid expenses and other current assets		6.2
Total Assets	$	240.8
Liabilities		
Accounts payable, accrued expenses and other current liabilities	$	46.9
Other long term liabilities		3.8
Total Liabilities		50.7
Net assets acquired	$	190.1

Goodwill recognized is attributable to a substantial assembled workforce, which does not qualify for separate recognition, as well as expected future synergies from combining operations. All of the goodwill recognized is expected to be deductible for tax purposes, given the acquisition was structured as an asset acquisition for tax purposes. The Company has completed its final assessment of the fair values of Buffalo Group's assets acquired and liabilities assumed. Since the initial preliminary estimates reported in the first quarter of fiscal 2021, the Company has updated certain amounts reflected in the final purchase price allocation, as summarized in the fair values of Buffalo Group's assets acquired and liabilities assumed as of the acquisition date set forth above.

Identifiable intangibles are customer relationships, contracts and backlog and have estimated lives of 9 years.

No summarized unaudited pro forma results are provided for the Buffalo Group due to the immateriality of this acquisition relative to the Company's consolidated financial position and results of operations.

John Wood Group's Nuclear Business

On March 6, 2020, a subsidiary of Jacobs completed the acquisition of the nuclear consulting, remediation and program management business of John Wood Group, a U.K.-based energy services company, for an enterprise value of £246 million, or approximately $317.9 million, less cash acquired of $24.3 million, as updated for additional working capital adjustments. The John Wood Group nuclear business allows Jacobs to further expand its lifecycle nuclear services business. The following summarizes the fair values of John Wood Group's assets acquired and liabilities assumed as of the acquisition date (in millions):

Assets		
Cash and cash equivalents	$	24.3
Receivables		74.2
Other current assets		3.8
Property, equipment and improvements, net		8.3
Goodwill		207.8
Identifiable intangible assets		80.0
Miscellaneous		19.4
Total Assets	$	417.8
Liabilities		
Accounts payable, accrued expenses and other current liabilities	$	71.4
Long term liabilities		28.5
Total Liabilities		99.9
Net assets acquired	$	317.9

Goodwill recognized is attributable to a substantial assembled workforce, which does not qualify for separate recognition, as well as expected future synergies from combining operations. None of the goodwill recognized is expected to be deductible for tax purposes. The Company has completed its final assessment of the fair values of John Wood Group's assets acquired and liabilities assumed. Since the initial preliminary estimates reported in the second quarter of fiscal 2020, the Company has updated certain amounts reflected in the final purchase price allocation, as summarized in the fair values of John Wood Group's nuclear business assets acquired and liabilities assumed as of the acquisition date set forth above.

Identified intangibles include customer relationships, contracts and backlog and developed technology. The customer relationships, contracts and backlog intangible represents the fair value of existing contracts, underlying customer relationships and backlog. The customer relationships, contracts and backlog intangible and the developed technology intangible have lives of 12 and 15 years, respectively.

No summarized unaudited pro forma results are provided for the John Wood Group nuclear business due to the immateriality of this acquisition relative to the Company's consolidated financial position and results of operations.

16. Sale of Energy, Chemicals and Resources ("ECR") Business

On April 26, 2019, Jacobs completed the sale of its ECR business to Worley for a purchase price of $3.4 billion consisting of (i) $2.8 billion in cash plus (ii) 58.2 million ordinary shares of Worley, subject to adjustments for changes in working capital and certain other items (the “ECR sale”).

As a result of the ECR sale, substantially all ECR-related assets and liabilities were sold (the "Disposal Group"). We determined that the Disposal Group should be reported as discontinued operations in accordance with ASC 210-05, *Discontinued Operations* as the disposal represented a strategic shift that had a major effect on our operations and financial results. As such, the financial results of the ECR business are reflected in our Consolidated Statements of Earnings as discontinued operations for all periods presented.

As a result of the ECR sale, the Company recognized a pre-tax gain of $1.1 billion, $935.1 million of which was recognized in fiscal 2019, $110.2 million in fiscal 2020 and $15.6 million for the year ended October 1, 2021, respectively.

In the second quarter of fiscal 2021, the Company received final working capital settlement proceeds of $36.4 million from Worley and as such, recorded a pre-tax gain of $15.6 million. Offsetting the proceeds from the settlement to arrive at the net gain amount were previously recorded accounts receivable from Worley.

Investment in Worley Stock

As discussed above, the Company held ordinary shares of Worley that it received in connection with the ECR sale. Dividend income, realized gains and losses on sale and unrealized gains and losses on changes in fair value of Worley shares are recognized in miscellaneous income (expense), net in continuing operations prior to sale. The Company's investment in Worley was measured at fair value through net income as it is an equity investment with a readily determinable fair value based on quoted market prices and for the years ended October 1, 2021 and October 2, 2020, the Company recognized a gain of $40.7 million and a loss of $103.6 million, respectively, associated with share price and currency changes on this investment, as well as dividend income related to the equity investment in the amount of $19.1 million and $16.9 million, respectively. The Company completed the sale of all ordinary shares of Worley it held in the fourth fiscal quarter of fiscal 2021.

17. Restructuring and Other Charges

During fiscal 2022, the Company implemented certain restructuring and integration initiatives relating to the StreetLight and BlackLynx acquisitions, the activities of which are expected to be substantially completed before the end of fiscal 2023. Also, during fiscal 2022, the Company implemented further real estate rescaling efforts that were associated with its fiscal 2020 transformation program relating to real estate and other staffing initiatives. These initiatives are expected to continue into fiscal 2023.

During fiscal 2021, the Company implemented certain restructuring and integration initiatives relating to the Buffalo Group acquisition and the PA Consulting investment. The activities of the Buffalo Group initiative are substantially completed and the activities of the PA Consulting investment are expected to end before the end of fiscal 2025.

Additionally, the Company recorded impairment charges on its investment in AWE ML during fiscal 2021. See related discussion in Note 8- *Joint ventures, VIEs and other investments*.

During fiscal 2019 and continuing into fiscal 2020, the Company implemented certain restructuring and separation initiatives associated with the ECR sale, the KeyW acquisition, and other related cost reduction initiatives. Additionally, in fiscal 2020, the Company implemented certain restructuring and separation initiatives associated with the acquisition of John Wood Group's nuclear business. The restructuring activities and related costs were comprised mainly of separation and lease abandonment and sublease programs, while the separation activities and costs were mainly related to the engagement of consulting services and internal personnel and other related costs dedicated to the Company’s ECR-business separation. The activities of these initiatives have been substantially completed.

As part of the Company's acquisition of CH2M Hill Companies, Ltd. ("CH2M") during fiscal 2018, the Company implemented certain restructuring plans that were comprised mainly of severance and lease abandonment programs as well as integration activities involving the engagement of professional services and internal personnel dedicated to the Company's integration management efforts. The activities of these initiatives have been substantially completed.

Collectively, the above-mentioned restructuring activities are referred to as “Restructuring and other charges”.

The following table summarizes the impacts of the Restructuring and other charges by operating segment in connection with the CH2M, KeyW, John Wood Group nuclear business and Buffalo Group, BlackLynx and StreetLight acquisitions and the PA Consulting investment, the ECR sale, the Company's transformation initiatives relating to real estate and other staffing programs and the impairment and final exit activities of the AWE ML investment for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	September 30, 2022	October 1, 2021	October 2, 2020
Critical Mission Solutions	$ 5,626	$ 5,079	$ 24,083
People & Places Solutions	64,204	7,077	170,631
PA Consulting	4,253	15,566	—
Corporate	86,980	71,868	129,469
Total	161,063	99,590	324,183
Amounts included in:			
Operating profit (mainly Selling, General and Administrative costs ("SG&A") (1)	173,555	61,042	322,082
Other (Income) Expense, net (2)	(12,492)	38,548	2,101
	$ 161,063	$ 99,590	$ 324,183

(1) For the year ended September 30, 2022, amounts include $91.3 million pre-tax related to the final settlement of the Legacy CH2M Matter (as defined in Note 19 - *Contractual Guarantees, Litigation, Investigations and Insurance*), net of previously recorded reserves, approximately $27 million in third party recoveries was recorded as receivables reducing SG&A and approximately $78.3 million in charges associated with real estate related impairments, the majority of which related to People and Places Solutions. Included in the years ended October 1, 2021 and October 2, 2020 were $2.4 million and $161.4 million in charges associated mainly with real estate impairments.

(2) The year ended September 30, 2022 includes gains of $(8.7) million related to lease terminations. The year ended October 1, 2021 included $38.5 million in charges related to the impairment of our AWE ML investment. See Note 20- *Segment Information*.

The activity in the Company's accrual for the Restructuring and other charges including the program activities described above for the year ended September 30, 2022 is as follows (in thousands):

Balance at October 1, 2021	$ 14,031
Net Charges (1)	25,824
Payments & Usage	(35,718)
Balance at September 30, 2022	$ 4,137

(1) Excludes $135.3 million in other net charges mainly comprised of $91.3 million pre-tax in charges and payments for the final settlement of the Legacy CH2M Matter (net of previously recorded reserves), approximately $27 million in third party recoveries was recorded as receivables reducing SG&A and $71.0 million associated mainly with real estate related impairments and other transformation activities described above during the year ended September 30, 2022.

The following table summarizes the Restructuring and other charges by major type of costs for the years ended September 30, 2022, October 1, 2021 and October 2, 2020 (in thousands):

	September 30, 2022	October 1, 2021	October 2, 2020
Lease Abandonments and Impairments (1)	$ 69,802	$ 4,282	$ 151,150
Voluntary and Involuntary Terminations	5,635	15,773	53,484
Outside Services	22,340	35,210	88,476
Other (2)	63,286	44,325	31,073
Total	$ 161,063	$ 99,590	$ 324,183

(1) The years ended September 30, 2022 and October 2, 2020 include approximately $78.3 million and $161.4 million, respectively, in charges associated with real estate related impairments reflected in Lease Abandonments and Impairments, offset by the gain of $(8.7) million related to lease terminations for the year ended September 30, 2022.

(2) Amounts in the year ended September 30, 2022 are mainly comprised of $91.3 million in other charges related to the final pre-tax settlement of the Legacy CH2M Matter, net of previously recorded reserves and approximately $27 million in third party recoveries was recorded as receivables reducing SG&A. Amounts in the year ended October 1, 2021 are mainly comprised of $38.5 million in charges related to the impairment of our AWE Management Ltd. investment.

Cumulative amounts since 2017 incurred to date under our various restructuring and other activities described above by each major type of cost as of September 30, 2022 are as follows (in thousands):

Lease Abandonments and Impairments	$	387,601
Voluntary and Involuntary Terminations		150,377
Outside Services		316,334
Other		208,265
Total	$	1,062,577

18. Commitments and Contingencies and Derivative Financial Instruments

Derivative Financial Instruments

The Company is exposed to interest rate risk under its variable rate borrowings and additionally, due to the nature of the Company's international operations, we are at times exposed to foreign currency risk. As such, we sometimes enter into foreign exchange contracts and interest rate contracts in order to limit our exposure to fluctuating foreign currencies and interest rates.

During fiscal 2022 we entered into two treasury lock agreements with a total notional value of $500.0 million as of September 30, 2022 to manage our interest rate exposure to the anticipated issuance of fixed rate debt before December 2023. The two instruments locked in a fixed interest rate of 2.769% for the first $250 million of fixed rate debt to be issued and 2.672% for the remaining amount to be issued. The fair value of the treasury locks at September 30, 2022 was $40.9 million all of which is included in current assets within receivables and contract assets on the consolidated balance sheet. The unrealized net gain (loss) on these locks was $30.8 million, net of tax, and is included in accumulated other comprehensive income as of September 30, 2022. Upon issuance of the fixed rate debt, the gain (loss) will be amortized to interest expense over the term of the debt.

In fiscal 2020 we entered into interest rate swap agreements with a notional value of $748.4 million as of September 30, 2022 to manage the interest rate exposure on our variable rate loans. Additionally, we entered into a cross-currency swap agreement with a notional value of $127.8 million to manage the interest rate and foreign currency exposure on our USD borrowings by a European subsidiary. By entering into the swap agreements, the Company converted the LIBOR and SONIA rate based liabilities into fixed rate liabilities and, for the cross currency swap, our LIBOR rate based borrowing in USD to a fixed rate Euro liability, for periods ranging from three and a half to ten years. For U.S. dollar denominated interest rate swap agreements, the Company receives the one month LIBOR rate and pays monthly a fixed rate ranging from 0.704% to 1.116%. For interest rate swap agreements denominated in British pounds, the Company receives a one month adjusted SONIA rate and pays a monthly fixed rate of 0.820%. Under the cross currency swap agreement, the Company receives the one month LIBOR rate plus 0.875% in USD and pays monthly a Euro fixed rate of 0.726% to 0.746% for the term of the swaps. The swaps were designated as cash-flow hedges in accordance with ASC 815, *Derivatives and Hedging*. See Note 2 - *Significant Accounting Policies* for additional discussion related to the application of SONIA to existing hedge contracts. The fair value of the interest rate and cross currency swaps at September 30, 2022 was $128.2 million, which is included in miscellaneous other assets on the consolidated balance sheet. The fair value of the interest rate and cross currency swaps at October 1, 2021 was $(0.8) million, of which, $(11.0) million is included in other deferred liabilities and $10.2 million is included in miscellaneous other assets on the consolidated balance sheet. The unrealized net gain on these interest rate and cross currency swaps was $87.5 million and $7.4 million, net of tax, and was included in accumulated other comprehensive income as of September 30, 2022 and October 1, 2021, respectively.

Additionally, at September 30, 2022 and October 1, 2021, the Company held foreign exchange forward contracts in currencies that support our operations, including British Pound, Euro, Australian Dollar and other currencies, with notional values of $298.2 million and $506.5 million at September 30, 2022 and October 1, 2021, respectively. The length of these contracts currently ranges from one to sixteen months. The fair value of the foreign exchange contracts at September 30, 2022 and October 1, 2021 was $(3.2) million and $55.5 million, respectively, of which $(6.3) million is included within accounts payable, $2.8 million is included within miscellaneous other assets and $0.3 million included within current assets on the consolidated balance sheet as of September 30, 2022 with the entire $55.5 million as of October 1, 2021 held in current assets within receivables and contract assets on the consolidated balance sheet. With associated income statement impacts included in miscellaneous income (expense) in the consolidated statements of earnings for both comparative periods. During fiscal 2022, the Company settled $66.7 million in cash related to certain

Australian Dollar foreign exchange forward contracts and subsequently entered into a new Australian Dollar instrument with an equal notional value which was ultimately settled later in fiscal 2022.

The fair value measurements of these derivatives are being made using Level 2 inputs under ASC 820, *Fair Value Measurement*, as the measurements are based on observable inputs other than quoted prices in active markets. We are exposed to risk from credit-related losses resulting from nonperformance by counterparties to our financial instruments. We perform credit evaluations of our counterparties under forward exchange and interest rate contracts and expect all counterparties to meet their obligations. We have not experienced credit losses from our counterparties.

Letters of Credit

At September 30, 2022, the Company had issued and outstanding approximately $280.5 million in LOCs and $2.2 billion in surety bonds. Of the outstanding LOC amount, $1.3 million has been issued under the Revolving Credit Facility and $279.2 million are issued under separate, committed and uncommitted letter-of-credit facilities.

19. Contractual Guarantees, Litigation, Investigations and Insurance

In the normal course of business, we make contractual commitments (some of which are supported by separate guarantees) and on occasion we are a party in a litigation or arbitration proceeding. The litigation or arbitration in which we are involved primarily includes personal injury claims, professional liability claims and breach of contract claims. Where we provide a separate guarantee, it is strictly in support of the underlying contractual commitment. Guarantees take various forms including surety bonds required by law, or standby letters of credit ("LOC" and also referred to as “bank guarantees”) or corporate guarantees given to induce a party to enter into a contract with a subsidiary. Standby LOCs are also used as security for advance payments or in various other transactions. The guarantees have various expiration dates ranging from an arbitrary date to completion of our work (e.g., engineering only) to completion of the overall project. See Note 18- *Commitments and Contingencies and Derivative Financial Instruments* for more information surrounding LOCs and surety bonds.

We maintain insurance coverage for most insurable aspects of our business and operations. Our insurance programs have varying coverage limits depending upon the type of insurance, and include certain conditions and exclusions which insurance companies may raise in response to any claim that is asserted by or against the Company. We have also elected to retain a portion of certain losses, claims and liabilities that occur through the use of various deductibles, limits, and retentions under our insurance programs and utilize a number of internal financing mechanisms for these self insurance arrangements including the operation of certain captive insurance entities. As a result, we may be subject to a future liability for which we are only partially insured or completely uninsured. We intend to mitigate any such future liability by continuing to exercise prudent business judgment in negotiating the terms and conditions of the contracts which the Company enters with its clients. Our insurers are also subject to business risk and, as a result, one or more of them may be unable to fulfill their insurance obligations due to insolvency or otherwise.

Additionally, as a contractor providing services to the U.S. federal government we are subject to many types of audits, investigations and claims by, or on behalf of, the government including with respect to contract performance, pricing, cost allocations, procurement practices, labor practices and socioeconomic obligations. Furthermore, our income, franchise and similar tax returns and filings are also subject to audit and investigation by the Internal Revenue Service, most states within the United States, as well as by various government agencies representing jurisdictions outside the United States.

Our Consolidated Balance Sheets include amounts representing our probable estimated liability relating to such claims, guarantees, litigation, audits and investigations. We perform an analysis to determine the level of reserves to establish for insurance-related claims that are known and have been asserted against us, as well as for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to our claims administrators as of the respective balance sheet dates. We include any adjustments to such insurance reserves in our consolidated results of operations. Insurance recoveries are recorded as assets if recovery is probable and estimated liabilities are not reduced by expected insurance recoveries.

The Company believes, after consultation with counsel, that such guarantees, litigation, U.S. government contract-related audits, investigations and claims and income tax audits and investigations should not have a material adverse effect on our consolidated financial statements, beyond amounts currently accrued.

In 2012, CH2M HILL Australia PTY Limited, a subsidiary of CH2M, entered into a 50/50 integrated joint venture with Australian construction contractor UGL Infrastructure Pty Limited. The joint venture entered into a Consortium Agreement with General Electric and GE Electrical International Inc. The Consortium was awarded a subcontract by JKC Australia LNG Pty Limited ("JKC") for the engineering, procurement, construction and commissioning of a 360 MW Combined Cycle Power Plant for INPEX Operations Australia Pty Limited at Blaydin Point, Darwin, NT, Australia (the "Legacy CH2M Matter"). The subcontract was terminated in January 2017. In or around August 2017, the Consortium commenced an arbitration. On April 12, 2022, JKC and the Consortium entered into a confidential deed of settlement (“Settlement Agreement”). Under the terms of the Settlement Agreement, CH2M, as guarantor of CH2M Australia PTY Limited’s obligations with respect to the subcontract with JKC, made a cash payment to JKC in April 2022 of AUD640 million (or approximately $475 million using mid-April 2022 exchange rates). As a result of the settlement agreement, additional pre-tax charges of $91.3 million were recorded during the year ended September 30, 2022 for this matter (over amounts previously reserved and reported in long-term Other Deferred Liabilities in the Company's Consolidated Balance Sheet). The Settlement Agreement provided for a release of claims between JKC and each member of the Consortium, and in connection with this agreement the members of the Consortium also waived all claims against each other and their respective parent guarantors relating to the project.

On December 22, 2008, a coal fly ash pond at the Kingston Power Plant of the Tennessee Valley Authority ("TVA") was breached, releasing fly ash waste into the Emory River and surrounding community. In February 2009, TVA awarded a contract to the Company to provide project management services associated with the clean-up. All remediation and dredging were completed in August 2013 by other contractors under direct contracts with TVA. The Company did not perform the remediation, and its scope was limited to program management services. Certain employees of the contractors performing the cleanup work on the project filed lawsuits against the Company beginning in August 2013, alleging they were injured due to the Company's failure to protect the plaintiffs from exposure to fly ash, and asserting related personal injuries. The primary case, Greg Adkisson, et al. v. Jacobs Engineering Group Inc., case No. 3:13-CV-505-TAV-HBG, filed in the U.S. District Court for the Eastern District of Tennessee, consists of 10 consolidated cases. This case and the related cases involve several hundred plaintiffs that were employees of the contractors that completed the remediation and dredging work. The cases are at various stages of litigation, and several of the cases are currently stayed pending resolution of other cases and/or appeal. Additionally, in May 2019, Roane County and the cities of Kingston and Harriman filed a lawsuit against TVA and the Company alleging that they misled the public about risks associated with the released fly ash. In October 2020, the Court granted Jacobs and TVA’s motion to dismiss the Roane County litigation and closed the case. In addition, in November 2019, a resident of Roane County, Margie Delozier, filed a putative class action against TVA and the Company alleging they failed to adequately warn local residents about risks associated with the released fly ash. The Company and TVA filed separate motions to dismiss the Delozier case in April 2020. In February 2021, the Court granted dismissal of the Delozier Complaint with prejudice, with the exception of plaintiffs’ nuisance cause of action, which plaintiffs voluntarily dismissed in June 2021. In August 2021, Thomas Ryan, a resident of Roane County, filed an action against Jacobs and TVA claiming personal injury and property damage. In June 2022, the Court granted Jacobs' motion to dismiss Ryan’s action in its entirety, closing the case. Separately, in February 2020, the Company learned that the district attorney in Roane County recommended that the Tennessee Bureau of Investigation investigate issues pertaining to clean up worker safety at Kingston. On November 16, 2021, the Roane County district attorney announced that it had concluded its investigation into issues pertaining to the Kingston coal ash spill cleanup. No indictments were issued. There has been no finding of liability against the Company or that any of the alleged illnesses are the result of exposure to fly ash in any of the above matters. The Company disputes the allegations asserted in all of the above matters and is vigorously defending these matters. The Company does not expect the resolution of these matters to have a material adverse effect on the Company's business, financial condition, results of operations or cash flows.

On October 31, 2019, the Company received a request from the Enforcement Division of the Securities and Exchange Commission ("the SEC") for the production of certain information and documents. The information and documents sought by the SEC primarily relate to the operations of a joint venture in Morocco which was at one time partially-owned by the Company (and subsequently divested), including in respect of possible corrupt practices. In July 2022, the Company received a confirmatory letter from the SEC staff stating that its investigation of this matter had been terminated and that the staff does not intend to recommend an enforcement action against the Company.

During fourth quarter of fiscal 2022, the Company recorded a receivable for certain expected third-party recoveries equal to approximately $27 million before tax. The Company expects the payment to be received by the second quarter of fiscal year 2023.

20. Segment Information

The Company's three operating segments are comprised of its two global lines of business ("LOBs"): Critical Mission Solutions ("CMS") and People & Places Solutions ("P&PS") and its majority investment in PA Consulting. For further information on the PA Consulting investment, refer to Note 14- *PA Consulting Business Combination*.

The Company's Chair and Chief Executive Officer is the Chief Operating Decision Maker ("CODM") and can evaluate the performance of each of these segments and make appropriate resource allocations among each of the segments. For purposes of the Company's goodwill impairment testing, it has been determined that the Company's operating segments are also its reporting units based on management's conclusion that the components comprising each of its operating segments share similar economic characteristics and meet the aggregation criteria for reporting units in accordance with ASC 350, *Intangibles-Goodwill and Other*.

Under this organization, the sales function is managed by LOB and PA Consulting, and accordingly, the associated cost is embedded in the segments and reported to the respective head of each segment. In addition, a portion of the costs of other support functions (e.g., finance, legal, human resources, and information technology) is allocated to each LOB using methodologies which, we believe, effectively attribute the cost of these support functions to the revenue generating activities of the Company on a rational basis. The cost of the Company's cash incentive plan, the Leadership Performance Plan ("LPP"), formerly named the Management Incentive Plan, and the expense associated with the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan ("1999 SIP") have likewise been charged to the LOBs except for those amounts determined to relate to the business as a whole (which amounts remain in other corporate expenses).

Financial information for each segment is reviewed by the CODM to assess performance and make decisions regarding the allocation of resources. The Company generally does not track assets by LOB, nor does it provide such information to the CODM.

The CODM evaluates the operating performance of our operating segments using segment operating profit, which is defined as consolidated operating profit less "corporate charges" (e.g., the allocated amounts described above). The Company incurs certain SG&A that relate to its business as a whole which are not allocated to the segments.

In the first quarter of fiscal 2023, the Company will begin reporting an operating segment, Divergent Solutions (DVS), in addition to the current operating segments.

The following tables present total revenues and segment operating profit from continuing operations for each reportable segment (in thousands) and includes a reconciliation of segment operating profit to total U.S. GAAP operating profit by including certain corporate-level expenses, Restructuring and other charges (as defined in Note 17-*Restructuring and Other Charges*) and transaction and integration costs (in thousands).

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Revenues from External Customers:			
Critical Mission Solutions	$ 5,233,629	$ 5,087,052	$ 4,965,952
People & Places Solutions	8,569,900	8,378,179	8,601,023
PA Consulting	1,119,296	627,401	—
Total	$ 14,922,825	$ 14,092,632	$ 13,566,975

	For the Years Ended		
	September 30, 2022	October 1, 2021	October 2, 2020
Segment Operating Profit:			
Critical Mission Solutions	$ 424,385	$ 447,161	$ 372,070
People & Places Solutions (1)	823,564	780,380	740,707
PA Consulting	232,225	151,071	—
Total Segment Operating Profit	1,480,174	1,378,612	1,112,777
Other Corporate Expenses (2)	(364,440)	(340,129)	(249,391)
Restructuring, Transaction and Other Charges (3)	(197,884)	(350,394)	(327,413)
Total U.S. GAAP Operating Profit	917,850	688,089	535,973
Total Other (Expense) Income, net (4)	(41,503)	7,513	(94,770)
Earnings from Continuing Operations Before Taxes	$ 876,347	$ 695,602	$ 441,203

(1) Includes $19.5 million, net, in charges related to a legal settlement for the year ended October 1, 2021.

(2) Other corporate expenses include intangibles amortization of $198.6 million, $149.8 million and $90.6 million for the years ended September 30, 2022, October 1, 2021 and October 2, 2020, respectively, with the comparative increase mainly attributable to higher amortization from the PA Consulting investment.

(3) Included in the year ended September 30, 2022 is $91.3 million pre-tax related to the final settlement of the Legacy CH2M Matter, net of previously recorded reserves, approximately $27 million in third party recoveries was recorded as receivables reducing SG&A and $78.3 million of real estate impairment charges. Included in the year ended October 1, 2021 is $297.8 million of costs incurred in connection with the investment in PA Consulting, in part classified as compensation costs. Included in the years ended October 1, 2021 and October 2, 2020 were $2.4 million and $161.4 million in charges associated mainly with real estate impairments.

(4) The year ended September 30, 2022 included a $13.9 million gain related to a cost method investment sold during the period and a gain of $8.7 million related to lease terminations. The years ended October 1, 2021 and October 2, 2020 include $34.7 million and $(74.3) million in fair value adjustments related to our investment in Worley stock (net of Worley stock dividends) and certain foreign currency revaluations relating to ECR sale proceeds, respectively. The year ended October 1, 2021 includes $(38.5) million related to impairment of our AWE Management Ltd. investment and $49.6 million in fair value adjustments related to our investment in C3 stock. The investments in Worley and C3 were sold in fiscal 2021 and therefore there are no comparable amounts in the current fiscal year. Additionally, the increase in net interest expense year over year is primarily due to the higher levels of debt outstanding due to the funding of the StreetLight and BlackLynx acquisitions and increased borrowings associated with the payment of the Legacy CH2M Matter settlement in the current year, in addition to higher interest rates.

Included in other corporate expenses in the above table are costs and expenses which relate to general corporate activities as well as corporate-managed benefit and insurance programs. Such costs and expenses include: (i) those elements of SG&A expenses relating to the business as a whole; (ii) those elements of our incentive compensation plans relating to corporate personnel whose other compensation costs are not allocated to the LOBs; (iii) the amortization of intangible assets acquired as part of business combinations; (iv) the quarterly variances between the Company’s actual costs of certain of its self-insured integrated risk and employee benefit programs and amounts charged to the LOBs; and (v) certain adjustments relating to costs associated with the Company’s international defined benefit pension plans. In addition, other corporate expenses may also include from time to time certain adjustments to contract margins (both positive and negative) associated with projects, as well as other items, where it has been determined that such adjustments are not indicative of the performance of the related LOB.

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Jacobs Solutions Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Jacobs Solutions Inc. and subsidiaries (the Company) as of September 30, 2022 and October 1, 2021, the related consolidated statements of earnings, comprehensive income, stockholders' equity and cash flows for each of the three fiscal years in the period ended September 30, 2022, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at September 30, 2022 and October 1, 2021, and the results of its operations and its cash flows for each of the three fiscal years in the period ended September 30, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of September 30, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated November 21, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition for Certain Fixed-Price Engineering, Procurement and Construction Contracts

Description of the Matter	As described in Note 2 to the consolidated financial statements, the Company recognizes engineering, procurement and construction contract revenue over time, as performance obligations are satisfied, using the percentage-of-completion method (an input method) based primarily on contract costs incurred to date compared to total estimated contract costs. Revenue recognition under this method is judgmental, as it requires the Company to prepare estimates of total contract revenue and total contract costs, including costs to complete in-process contracts. Auditing the Company's estimates of total contract revenue and costs used to recognize revenue on certain fixed-price engineering, procurement and construction contracts which are larger in size involved significant auditor judgment, as it required the evaluation of subjective factors, such as assumptions related to estimated labor, material and subcontractor costs. These assumptions involved significant management judgment, which affects the measurement of revenue recognized by the Company.
How We Addressed the Matter in Our Audit	We tested certain of the Company's controls over the estimation process that affect revenue recognized on fixed-price engineering, procurement and construction contracts. For example, we tested controls over management's monitoring and review of project cost estimates, including the Company's procedures to validate the completeness and accuracy of the data used to determine the estimates. To test the Company's contract estimates related to revenues recognized on fixed-price engineering, procurement, and construction projects, our audit procedures included selecting a sample of projects and, among other procedures, we obtained and inspected related contract agreements, amendments, and change orders to test the existence of customer arrangements and understand the scope and pricing of the related projects; observed selected project team status meetings at the Company and interviewed project team personnel to obtain an understanding of the status of operational performance and progress on the related projects; evaluated the reasonableness of the Company's estimated costs to complete by obtaining and analyzing supporting documentation for a sample of cost estimate components; and compared contract profitability estimates in the current year to historical estimates and actual performance for the same projects.

Redeemable Noncontrolling Interests

Description of the Matter	As of September 30, 2022, the balance of redeemable noncontrolling interest relating to the Company's PA Consulting subsidiary was $632.5 million. As discussed in Note 2 of the consolidated financial statements, the redeemable noncontrolling interests are subject to remeasurement as of the balance sheet date based on the greater of the redemption value or the historical value resulting from the original acquisition date fair value plus the impact of any earnings or loss attribution amounts, including dividends. The redemption value is based on the fair value of PA Consulting, which is determined using a combination of a discounted cash flow analysis based upon projected financial information and a multiple of earnings before interest, taxes, depreciation and amortization. Auditing the Company's redeemable noncontrolling interest balance requires significant judgment, as the valuation of the redemption value includes subjective estimates and assumptions. In particular, the discounted cash flow analysis used in determining the redemption value is sensitive to significant assumptions such as projections of revenue and earnings before interest, taxes, depreciation and amortization. These assumptions are forward looking and could be affected by future economic conditions.

How We Addressed the Matter in Our Audit	We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the Company's determination of the redemption value, including controls over management's review of the significant assumptions described above. To test the redemption value, our audit procedures included, among others, evaluating the Company's valuation methodologies, performing recalculations of the model, and testing the significant assumptions described above and the underlying data used by the Company. We compared the significant assumptions used by management to current industry trends and historical performance. We performed sensitivity analyses of significant assumptions to evaluate the change in the redemption value resulting from changes in the significant assumptions. We also involved our valuation specialists to assist in evaluating the valuation methodologies and certain assumptions used by the Company.

/s/ Ernst and Young LLP

We have served as the Company's auditor since 1987.

Dallas, Texas

November 21, 2022

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Jacobs Solutions Inc.

Opinion on Internal Control Over Financial Reporting

We have audited Jacobs Solutions Inc. and subsidiaries' internal control over financial reporting as of September 30, 2022, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Jacobs Solutions Inc. and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of September 30, 2022, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of September 30, 2022 and October 1, 2021, the related consolidated statements of earnings, comprehensive income, stockholders' equity and cash flows for each of the three fiscal years in the period ended September 30, 2022, and the related notes and our report dated November 21, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

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

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

/s/ Ernst & Young LLP

Dallas, Texas

November 21, 2022

DESCRIPTION OF THE REGISTRANT'S SECURITIES

The following descriptions of the material provisions of (1) the capital stock of Jacobs Solutions Inc. (the "Company"), (2) the Charter (as defined below) (3) the Bylaws (as defined below), and (4) certain provisions of the General Corporation Law of the State of Delaware (the "DGCL"), are only intended to be summaries. These summaries do not purport to be complete and are qualified in their entirety by reference to the Charter, the Bylaws, and the applicable provisions of the DGCL.

Authorized Capital Stock

Under the Company's amended and restated certificate of incorporation, amended on August 29, 2022 (the "Charter"), the Company is authorized to issue an aggregate of 241 million shares of capital stock, divided into classes as follows:

- 240 million shares of common stock, par value $1.00 per share ("Common Stock"); and
- 1 million shares of preferred stock, par value $1.00 per share ("Preferred Stock").

Common Stock

Voting

Pursuant to the Charter and the Company's amended and restated bylaws, amended as of October 11, 2022 (the "Bylaws"), except as may be provided by the board of directors of the Company (the "Board of Directors" or the "Board") in a preferred stock designation or by law, the holders of Common Stock shall have the exclusive right to vote on the election of directors and on all other matters requiring stockholder action, each share being entitled to one (1) vote.

Any action at a meeting at which a quorum is present will be decided by a majority of the votes properly cast, except that the affirmative vote of holders of not less than two-thirds of the total voting power of all outstanding shares entitled to vote in the ordinary election of directors of the Company ("voting securities"), voting as a single class, shall be required (i) to adopt any agreement for, or to approve, the merger or consolidation of the Company with or into any other corporation except for mergers with respect to which no stockholder vote is required under Section 253 of the DGCL or any successor section, (ii) to authorize any sale, lease transfer, exchange, mortgage, pledge or other disposition to any other corporation, person or entity of all or substantially all of the assets of the Company, (iii) to authorize the issuance or transfer by the Company of any voting securities of the Company in exchange for payment for the securities or assets of any other corporation, person or entity if such authorization is otherwise required by law or by any agreement between the Company and any national securities exchange or by any other agreement to which the Company is a party, or (iv) to adopt a plan or proposal for the liquidation or dissolution of the Company. Holders of shares of Common Stock are not entitled to cumulate their votes in the election of directors.

Except as otherwise provided by law, and subject to any voting rights granted to holders of any outstanding Preferred Stock, the Charter may not be repealed, amended or otherwise modified directly or indirectly in any respect that would reduce or diminish in any manner any requirement for stockholder or director approval unless such repeal or amendment is approved by the affirmative vote of the holders, voting as a single class, of not less than two-thirds of the outstanding voting securities of the Company. However, the Company reserves the right to amend, alter, change or repeal any provision in the Charter subject to the aforementioned reservation.

Dividends

Except as may be provided by the Board of Directors in a preferred stock designation or by law, dividends may be declared and paid or set apart from payment upon the Common Stock out of any assets or funds of the Company legally available for the payment of dividends.

Liquidation Rights

Except as may be provided by the Board of Directors in a preferred stock designation or by law, upon the voluntary or involuntary liquidation, dissolution or winding up of the Company, the net assets of the

Company shall be distributed pro rata to the holders of the Common Stock in accordance with their respective rights and interests.

Other Rights

Shares of Common Stock are neither redeemable nor convertible and there are no sinking fund provisions relating to these shares. Holders of Common Stock are not entitled to any preemptive rights to purchase or subscribe for any of the Company's securities.

Anti-Takeover Provisions

The Charter, the Bylaws and the DGCL include a number of anti-takeover provisions that may have the effect of encouraging persons considering unsolicited tender offers or other unilateral takeover proposals to negotiate with the Board of Directors rather than pursue non-negotiated takeover attempts. These provisions include:

Proxy Access: Pursuant to the Bylaws, a stockholder, or a group of up to 20 shareholders, owning in the aggregate at least three percent of outstanding shares of Common Stock continuously for at least three years, may nominate and include in the Company's annual meeting proxy materials director nominees constituting up to the greater of (a) two directors or (b) twenty percent of the Board, subject to certain limitations and provided that the stockholders and nominees satisfy the requirements specified in the Bylaws. Stockholders who wish to nominate persons for election to the Board of Director for inclusion in the proxy materials must give proper notice to the Company not earlier than the close of business on the 120th day, and not earlier than the close of business on the 150th day prior to the one-year anniversary of the date (as stated in the Company's proxy materials) that the Company's definitive proxy statement was first delivered to stockholders in connection with the preceding year's annual meeting.

Advance Notice Requirements. The Bylaws establish advance notice procedures with regard to the nomination by stockholders of candidates for election as directors or the proposal by stockholders of business to be brought before meetings of stockholders (but that are not requested to be included in the Company's proxy materials). These procedures provide that notice of stockholder nominations and proposals must be timely and given in writing to the Company's Secretary. Generally, to be timely, notice must be delivered to the Company's Secretary at the principal executive office of the Company not less than 90 days nor more than 120 days prior to the first anniversary date of the annual meeting for the preceding year. The notice must contain the information required by the Bylaws, including, in the case of nominations, the completed and signed questionnaire, representation and agreement, as applicable.

Special Meetings of Stockholders. The Charter provides that except as may be provided by Section 151(g) of the DGCL (or its successor statute as in effect from time to time) special meetings of stockholders may be called at any time by only the Board of Directors, a committee of the Board of Directors that has been duly designated by the Board or whose powers and authority include the power to call such meetings, or by the Chair of the Board of Directors. Special meetings may not be called by any other person or persons.

No Written Consent of Stockholders. The Charter and the Bylaws provide that subject to any rights granted in a preferred stock designation to any series of Preferred Stock, any action required or permitted to be taken by stockholders must be effected at an annual or special meeting of stockholders and may not be effected by any consent in writing by such stockholders.

Amendment of Bylaws. The Board of Directors is expressly authorized to make, repeal, alter, amend or rescind the Bylaws. Further, the Bylaws may not be made, repealed, amended or rescinded by the stockholders without obtaining the affirmative vote of the holders of not less than seventy-five percent (75%) of the outstanding voting securities of the Company, voting as a single class.

Authorized Shares. The authorized but unissued shares of Common Stock and Preferred Stock will be available for future issuance without stockholder approval, except for any stockholder approval required by the New York Stock Exchange. These additional shares may be utilized for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. The existence of authorized but unissued shares of Common Stock and Preferred Stock could render more difficult or discourage an attempt to obtain control of the Company by means of a proxy contest, tender offer, merger or otherwise. In addition, the ability of the Board of Directors to establish the rights and issue substantial amounts of Preferred Stock without the need for stockholder approval may delay or deter a change in control of the Company.

Filling of Board Vacancies; Removal. Unless the Board of Directors otherwise determines or otherwise required by applicable law, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled only by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of Board of Directors, or by a sole remaining director. Each such director will hold office until the next election of directors and until such director's successor is elected and qualified, or until the director's earlier death, resignation or removal. The Board of Directors is entitled to increase or decrease the size of the Board without stockholder approval.

Change of Control. The Charter provides that the Company may not undertake a merger or sale of substantially all of its assets without obtaining the affirmative vote of at least sixty-six and two-thirds percent (66.67%) of the outstanding voting securities of the Company present in person or represented by proxy at a stockholder meeting called to consider such transaction and entitled to vote thereon.

Forum Selection. The Bylaws provide that, unless the Company consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for:

- any derivative action or proceeding brought on behalf of the Company;
- any action asserting a claim of breach of a fiduciary duty owed by any of the Company's directors, officers or other employees to the Company or its stockholders;
- any action asserting a claim arising pursuant to the DGCL or the Charter or Bylaws; or
- any action asserting a claim governed by the internal affairs doctrine of the State of Delaware.

In the event that the Court of Chancery lacks jurisdiction over any such action or proceeding, the Bylaws provide that the sole and exclusive forum for such action or proceeding will be another state or federal court located within the State of Delaware

Mergers and Other Business Combinations. Section 203 of the DGCL applies to the Company. Under certain circumstances, Section 203 limits the ability of an interested stockholder to effect various business combinations with the Company for a three-year period following the time that such stockholder becomes an interested stockholder. For purposes of Section 203, a "business combination" is broadly defined to include mergers, asset sales and other transactions resulting in a financial benefit to the interested stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns, or within the immediately preceding three years did own, 15 percent or more of the Company's voting stock.

An interested stockholder may not engage in a business combination transaction with the Company within the three-year period unless:

- before the stockholder became an interested stockholder, the Board approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction in which the stockholder became an interested stockholder, the interested stockholder owned at least 85% of the Company's voting stock (excluding shares owned by officers, directors or certain employee stock purchase plans); or
- at or subsequent to such time, the business combination is approved by the Board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

Stock Exchange Listing.

The Common Stock is currently listed on the New York Stock Exchange under the symbol "J".

Transfer Agent and Registrar.

The transfer agent and registrar for the Common Stock is American Stock Transfer & Trust Company, LLC. The transfer agent's address is 6201 15th Ave, Brooklyn, NY 11219.

Exhibit 10.4

THIRD AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

THIS THIRD AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT dated as of August 26, 2022 (the "Amendment") is entered into among Jacobs Engineering Group Inc., a Delaware corporation (the "Company"), the Designated Borrowers, the Lenders, the L/C Issuers and Bank of America, N.A., as Administrative Agent and Swing Line Lender. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Company, the Designated Borrowers, the Lenders, the L/C Issuers and the Administrative Agent entered into that certain Second Amended and Restated Credit Agreement dated as of March 27, 2019 (as amended by that certain First Amendment to Second Amended and Restated Credit Agreement dated December 16, 2020, that certain Second Amendment to Second Amended and Restated Credit Agreement (LIBOR Transition) dated December 6, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"); and

WHEREAS, the Company has requested that the Lenders amend the Credit Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment. Each of the parties hereto agrees that, effective on the Amendment Effective Date (as defined below), the Credit Agreement (excluding the Schedules and Exhibits thereto (other than as set forth below)) is hereby amended such that, after giving effect to all such amendments, it shall read in its entirety as set forth on Annex A attached hereto.

2. Conditions Precedent. This Amendment shall be effective upon satisfaction of the following conditions precedent (the date such conditions precedent are satisfied, the "Amendment Effective Date"):

(a) The Administrative Agent's receipt of the following, each of which shall be originals or electronic scans (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each dated on the Amendment Effective Date and each in form and substance satisfactory to the Administrative Agent:

i. Executed counterparts of this Amendment duly executed by the Company, the Designated Borrowers, the Required Lenders and Bank of America, N.A., as Administrative Agent and Swing Line Lender;

ii. A certificate signed by a Responsible Officer of the Company including the Certificate of Merger of the Company and any other material documents related to the Permitted Restructure (as defined in the Credit Agreement as amended by this Amendment) as reasonably requested by the Administrative Agent; and

iii. A certificate signed by a Responsible Officer of the Company certifying that (i) the representations and warranties made by the Loan Parties in Section 3 of this Amendment are true and correct in all material respects on the Amendment Effective Date after giving effect to the Permitted Restructure (as defined in the Credit Agreement as amended by this Amendment), and (ii) that there has been no event or circumstance since October 1, 2021 that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect (as defined in the Credit Agreement, as amended by this Amendment).

(b) Unless waived by the Administrative Agent, the Company shall have paid all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the Amendment Effective Date, plus such additional amounts of fees, charges and disbursements incurred or to be incurred by it through the Amendment Effective Date (provided that such estimate shall not thereafter preclude a final settling of accounts between the Company and the Administrative Agent).

Without limiting the generality of the provisions of Section 10.01 of the Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 2, each Lender that has signed or otherwise become a Lender under this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Amendment Effective Date specifying its objection thereto. Notwithstanding anything to the contrary in this Amendment, this Section 2 and the conditions set out in this Section 2 shall cease to apply and be of no further effect on and from the Amendment Effective Date.

3. Representations and Warranties.

(c) The representations and warranties of (i) the Loan Parties contained in Article V of the Credit Agreement (as amended by this Amendment) and (ii) each Loan Party contained in each other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the Amendment Effective Date, except (i) to the extent that such representations and warranties are qualified by materiality, they shall be true and correct on and as of the Amendment Effective Date, and (ii) to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date except to the extent qualified by materiality, then they shall be true and correct as of such earlier date.

(d) No Default exists or is continuing on the Amendment Effective Date.

4. Miscellaneous.

(e) The Credit Agreement (as amended hereby), and the obligations of the Loan Parties thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms. This Amendment shall for all purposes constitute a Loan Document.

(f) Each Guarantor (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Loan Documents and (c) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge its obligations under the Loan Documents.

(g) Each Loan Party hereby represents and warrants as follows:

i. Each Loan Party has taken all necessary corporate or limited liability company action to authorize the execution, delivery and performance of this Amendment.

ii. This Amendment has been duly executed and delivered by each of the Loan Parties and constitutes each of the Loan Parties' legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

iii. No consent, approval, authorization or order of, or filing, registration or qualification with, any Governmental Authority or any other Person with respect to any Contractual Obligation is required in connection with the execution, delivery or performance by any Loan Party of this Amendment other than those that have already been obtained and are in full force and effect or the failure of which to have obtained would not reasonably be expected to have a Material Adverse Effect.

(h) This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered. This Amendment may be in the form of an Electronic Record (as defined herein) and may be executed using Electronic Signatures (as defined herein) (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the arrangers of a manually signed paper communication which has been converted into electronic form (such as scanned into .pdf format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the Loan Parties without further verification and (b) upon the request of the Administrative Agent any Electronic Signature shall be promptly followed by a manually executed, original counterpart. “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

(i) **THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

(j) The provisions of Sections 10.14 and 10.15 of the Credit Agreement are incorporated herein as though fully set forth herein.

[Remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

BORROWERS:

JACOBS ENGINEERING GROUP INC

By: /s/ Kevin Berryman
Name: Kevin Berryman
Title: President and Chief Financial Officer

DESIGNATED BORROWERS:

JACOBS EUROPE HOLDCO LIMITED

By: /s/ Karen Wiemelt
Name: Karen Wiemelt
Title: Director

JACOBS UK HOLDINGS LIMITED

By: /s/ Karen Wiemelt
Name: Karen Wiemelt
Title: Director

JACOBS U.K. LIMITED

By: /s/ Kevin Berryman
Name: Kevin Berryman
Title: Director

JACOBS ENGINEERING UK LIMITED

By: /s/ Sally Miles
Name: Sally Miles
Title: Director

JEG ACQUISITION COMPANY LIMITED

By: /s/ Kevin Berryman
Name: Kevin Berryman
Title: Director

JACOBS AUSTRALIA PTY LIMITED

By: /s/ Mike Walkington
Name: Mike Walkington
Title: Director

JACOBS E&C AUSTRALIA PTY. LTD.

By: /s/ Karl Richard Riedel
Name: Karl Richard Riedel
Title: Director

JACOBS AUSTRALIA HOLDINGS COMPANY PTY. LTD.

By: /s/ Nicholas Monaghan
Name: Nicholas Monaghan
Title: Director

JACOBS GROUP (AUSTRALIA) PTY LIMITED

By: /s/ Karl Richard Riedel
Name: Karl Richard Riedel
Title: Director

GUARANTORS:

JACOBS ENGINEERING GROUP INC.

By: /s/ Kevin Berryman
Name: Kevin Berryman
Title: President and Chief Financial Officer

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Liliana Claar
Name: Liliana Claar
Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender, an L/C Issuer and the Swing Line Lender

By: /s/ Mukesh Singh
Name: Mukesh Singh
Title: Director

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Khoa Duong
Name: Khoa Duong
Title: Senior Vice President

BNP PARIBAS, as a Lender and an L/C Issuer

By: /s/ Richard Pace
Name: Richard Pace
Title: Managing Director

By: /s/ Kyle Fitzpatrick
Name: Kyle Fitzpatrick
Title: Director

WELLS FARGO BANK, N.A., as a Lender and an L/C Issuer

By:/s/ Greg Strauss
Name: Greg Strauss
Title: Managing Director

THE BANK OF NOVA SCOTIA, as a Lender

By: /s/ Catherine Jones
Name: Catherine Jones
Title: Managing Director

HSBC BANK USA, NATIONAL ASSOCIATION, as a Lender

By: /s/ Rumesha Ahmed
Name: Rumesha Ahmed
Title: Director

TD BANK, N.A., as a Lender

By: /s Steve Levi
Name: Steve Levi
Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Jonathan F. Lindvall
Name: Jonathan F. Lindvall
Title: Senior Vice President

BARCLAYS BANK PLC, as a Lender

By: /s/ Edward Brooks
Name: Edward Brooks
Title: Vice President

BMO HARRIS BANK N.A., as a Lender

By: /s/ John Armstrong
Name: John Armstrong
Title: Managing Director

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Jack Kuhns
Name: Jack Kuhns
Title: Authorized Signatory

NATIONAL WESTMINSTER BANK PLC, as a Lender

By: /s/ Jonathan Eady
Name: Jonathan Eady
Title: Director

MUFG BANK, LTD., as a Lender

By: /s/ Meng Zhang

Name: Meng Zhang

Title: Vice President

JPMORGAN CHASE BANK, N.A., as a Lender

By:/s/ Will Price
Name: Will Price
Title: Vice President

THE NORTHERN TRUST COMPANY, as a Lender

By:/s/ Will Hicks
Name: Will Hicks
Title: Vice President

TRUIST BANK, as a Lender

By: /s/ William P. Rutkowski
Name: William P. Rutkowski
Title: Director

SECOND AMENDMENT TO TERM LOAN AGREEMENT

THIS SECOND AMENDMENT TO TERM LOAN AGREEMENT dated as of August 26, 2022 (the "Amendment") is entered into among Jacobs Engineering Group Inc., a Delaware corporation (the "Company"), Jacobs U.K. Limited, a private limited company incorporated under the laws of England and Wales ("Jacobs UK", and together with the Company, the "Borrowers"), the Lenders and Bank of America, N.A., as Administrative Agent. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrowers, the Lenders and the Administrative Agent entered into that certain Term Loan Agreement dated as of March 25, 2020 (as amended by that certain First Amendment to Term Loan Agreement (LIBOR Transition) dated December 6, 2021 and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"); and

WHEREAS, the Borrowers have requested that the Lenders amend the Credit Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment. Each of the parties hereto agrees that, effective on the Amendment Effective Date (as defined below), the Credit Agreement (excluding the Schedules and Exhibits thereto (other than as set forth below)) is hereby amended such that, after giving effect to all such amendments, it shall read in its entirety as set forth on Annex A attached hereto.

2. Conditions Precedent. This Amendment shall be effective upon satisfaction of the following conditions precedent (the date such conditions precedent are satisfied, the "Amendment Effective Date"):

(a) The Administrative Agent's receipt of the following, each of which shall be originals or electronic scans (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the Borrowers, each dated on the Amendment Effective Date and each in form and substance satisfactory to the Administrative Agent:

i. Executed counterparts of this Amendment duly executed by the Borrowers, the Required Lenders and Bank of America, N.A., as Administrative Agent;

ii. A certificate signed by a Responsible Officer of the Company including the Certificate of Merger of the Company and any other material documents related to the Permitted Restructure (as defined in the Credit Agreement as amended by this Amendment) as reasonably requested by the Administrative Agent; and

iii. A certificate signed by a Responsible Officer of the Borrowers certifying that (i) the representations and warranties made by the Borrowers in Section 3 of this Amendment are true and correct in all material respects on the Amendment Effective Date after giving effect to the Permitted Restructure (as defined in the Credit Agreement as amended by this Amendment), and (ii) that there has been no event or circumstance since October 1, 2021 that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect (as defined in the Credit Agreement, as amended by this Amendment).

(b) Unless waived by the Administrative Agent, the Borrowers shall have paid all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the Amendment Effective Date, plus such additional amounts of fees, charges and disbursements incurred or to be incurred by it through the Amendment Effective Date (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrowers and the Administrative Agent).

Without limiting the generality of the provisions of Section 10.01 of the Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 2, each Lender that has signed or otherwise become a Lender under this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Amendment Effective Date specifying its objection thereto. Notwithstanding anything to the contrary in this Amendment, this Section 2 and the conditions set out in this Section 2 shall cease to apply and be of no further effect on and from the Amendment Effective Date.

3. Representations and Warranties.

(c) The representations and warranties of (i) the Borrowers contained in Article V of the Credit Agreement (as amended by this Amendment) and (ii) each Borrower contained in each other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the Amendment Effective Date, except (i) to the extent that such representations and warranties are qualified by materiality, they shall be true and correct on and as of the Amendment Effective Date, and (ii) to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date except to the extent qualified by materiality, then they shall be true and correct as of such earlier date.

(d) No Default exists or is continuing on the Amendment Effective Date.

4. Miscellaneous.

(e) The Credit Agreement (as amended hereby), and the obligations of the Borrowers thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms. This Amendment shall for all purposes constitute a Loan Document.

(f) Each Guarantor (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Loan Documents and (c) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge its obligations under the Loan Documents.

(g) Each Borrower hereby represents and warrants as follows:

i. Each Borrower has taken all necessary corporate or limited liability company action to authorize the execution, delivery and performance of this Amendment.

ii. This Amendment has been duly executed and delivered by each of the Borrowers and constitutes each of the Borrowers' legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

iii. No consent, approval, authorization or order of, or filing, registration or qualification with, any Governmental Authority or any other Person with respect to any Contractual Obligation is required in connection with the execution, delivery or performance by any Borrower of this Amendment other than those that have already been obtained and are in full force and effect or the failure of which to have obtained would not reasonably be expected to have a Material Adverse Effect.

(h) This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered. This Amendment may be in the form of an Electronic Record (as defined herein) and may be executed using Electronic Signatures (as defined herein) (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the arrangers of a manually signed paper communication which has been converted into electronic form (such as scanned into .pdf format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the Borrowers without further verification and (b) upon the request of the Administrative Agent any Electronic Signature shall be promptly followed by a manually executed, original counterpart. "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

(i) **THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

(j) The provisions of Sections 10.14 and 10.15 of the Credit Agreement are incorporated herein as though fully set forth herein.

[Remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

BORROWERS: **JACOBS ENGINEERING GROUP INC.**

By: /s/ Kevin Berryman
Name: Kevin Berryman
Title: President and Chief Financial Officer

JACOBS U.K. LIMITED

By: /s/ Kevin Berryman
Name: Kevin Berryman
Title: Director

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Liliana Claar
Name: Liliana Claar
Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Mukesh Singh
Name: Mukesh Singh
Title: Director

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Khoa Duong
Name: Khoa Duong
Title: Senior Vice President

BNP PARIBAS, as a Lender

By: /s/ Richard Pace
Name: Richard Pace
Title: Managing Director

By: /s/ Kyle Fitzpatrick
Name: Kyle Fitzpatrick
Title: Director

WELLS FARGO BANK, N.A., as a Lender

By:/s/ Greg Strauss

Name: Greg Strauss

Title: Managing Director

THE BANK OF NOVA SCOTIA, as a Lender

By: /s/ Catherine Jones
Name: Catherine Jones
Title: Managing Director

HSBC BANK USA, NATIONAL ASSOCIATION, as a Lender

By: /s/ Rumesha Ahmed
Name: Rumesha Ahmed
Title: Director

TD BANK, N.A., as a Lender

By: /s Steve Levi
Name: Steve Levi
Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Jonathan F. Lindvall
Name: Jonathan F. Lindvall
Title: Senior Vice President

BMO HARRIS BANK N.A., as a Lender

By: /s/ John Armstrong
Name: John Armstrong
Title: Managing Director

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Jack Kuhns
Name: Jack Kuhns
Title: Authorized Signatory

NATIONAL WESTMINSTER BANK PLC, as a Lender

By: /s/ Jonathan Eady
Name: Jonathan Eady
Title: Director

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Will Price
Name: Will Price
Title: Vice President

TRUIST BANK, as a Lender

By: /s/ William P. Rutkowski
Name: William P. Rutkowski
Title: Director

Exhibit 10.12

SECOND AMENDMENT TO TERM LOAN AGREEMENT

THIS SECOND AMENDMENT TO TERM LOAN AGREEMENT dated as of August 26, 2022 (the "Amendment") is entered into among Jacobs Engineering Group Inc., a Delaware corporation (the "Company"), the Lenders and Bank of America, N.A., as Administrative Agent. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Company, the Lenders and the Administrative Agent entered into that certain Term Loan Agreement dated as of January 20, 2021 (as amended by that certain First Amendment to Term Loan Agreement (LIBOR Transition) dated December 6, 2021 and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"); and

WHEREAS, the Company has requested that the Lenders amend the Credit Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment. Each of the parties hereto agrees that, effective on the Amendment Effective Date (as defined below), the Credit Agreement (excluding the Schedules and Exhibits thereto (other than as set forth below)) is hereby amended such that, after giving effect to all such amendments, it shall read in its entirety as set forth on Annex A attached hereto.

2. Conditions Precedent. This Amendment shall be effective upon satisfaction of the following conditions precedent (the date such conditions precedent are satisfied, the "Amendment Effective Date"):

(a) The Administrative Agent's receipt of the following, each of which shall be originals or electronic scans (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the Company, each dated on the Amendment Effective Date and each in form and substance satisfactory to the Administrative Agent:

i. Executed counterparts of this Amendment duly executed by the Company, the Required Lenders and Bank of America, N.A., as Administrative Agent;

ii. A certificate signed by a Responsible Officer of the Company including the Certificate of Merger of the Company and any other material documents related to the Permitted Restructure (as defined in the Credit Agreement as amended by this Amendment) as reasonably requested by the Administrative Agent; and

iii. A certificate signed by a Responsible Officer of the Company certifying that (i) the representations and warranties made by the Company in Section 3 of this Amendment are true and correct in all material respects on the Amendment Effective Date after giving effect to the Permitted Restructure (as defined in the Credit Agreement as amended by this Amendment), and (ii) that there has been no event or circumstance since October 1, 2021 that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect (as defined in the Credit Agreement, as amended by this Amendment).

(b) Unless waived by the Administrative Agent, the Company shall have paid all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the Amendment Effective Date, plus such additional amounts of fees, charges and disbursements incurred or to be incurred by it through the Amendment Effective Date (provided that such estimate shall not thereafter preclude a final settling of accounts between the Company and the Administrative Agent).

Without limiting the generality of the provisions of Section 10.01 of the Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 2, each Lender that has signed or otherwise become a Lender under this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Amendment Effective Date specifying its objection thereto. Notwithstanding anything to the contrary in this Amendment, this Section 2 and the conditions set out in this Section 2 shall cease to apply and be of no further effect on and from the Amendment Effective Date.

3. Representations and Warranties.

(c) The representations and warranties of (i) the Company contained in Article V of the Credit Agreement (as amended by this Amendment) and (ii) the Company contained in each other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the Amendment Effective Date, except (i) to the extent that such representations and warranties are qualified by materiality, they shall be true and correct on and as of the Amendment Effective Date, and (ii) to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date except to the extent qualified by materiality, then they shall be true and correct as of such earlier date.

(d) No Default exists or is continuing on the Amendment Effective Date.

4. Miscellaneous.

(e) The Credit Agreement (as amended hereby), and the obligations of the Company thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms. This Amendment shall for all purposes constitute a Loan Document.

(f) Each Guarantor (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Loan Documents and (c) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge its obligations under the Loan Documents.

(g) The Company hereby represents and warrants as follows:

i. The Company has taken all necessary corporate or limited liability company action to authorize the execution, delivery and performance of this Amendment.

ii. This Amendment has been duly executed and delivered by the Company and constitutes the Company’s legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

iii. No consent, approval, authorization or order of, or filing, registration or qualification with, any Governmental Authority or any other Person with respect to any Contractual Obligation is required in connection with the execution, delivery or performance by the Company of this Amendment other than those that have already been obtained and are in full force and effect or the failure of which to have obtained would not reasonably be expected to have a Material Adverse Effect.

(h) This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered. This Amendment may be in the form of an Electronic Record (as defined herein) and may be executed using Electronic Signatures (as defined herein) (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the arrangers of a manually signed paper communication which has been converted into electronic form (such as scanned into .pdf format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the Company without further verification and (b) upon the request of the Administrative Agent any Electronic Signature shall be promptly followed by a manually executed, original counterpart. “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

(i) **THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

(j) The provisions of Sections 10.14 and 10.15 of the Credit Agreement are incorporated herein as though fully set forth herein.

[Remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

BORROWER:

JACOBS ENGINEERING GROUP INC

By:/s/ Kevin Berryman
Name: Kevin Berryman
Title: President and Chief Financial Officer

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Liliana Claar
Name: Liliana Claar
Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Mukesh Singh
Name: Mukesh Singh
Title: Director

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Khoa Duong
Name: Khoa Duong
Title: Managing Director

BNP PARIBAS, as a Lender

By: /s/ Richard Pace
Name: Richard Pace
Title: Managing Director

By: /s/ Kyle Fitzpatrick
Name: Kyle Fitzpatrick
Title: Director

WELLS FARGO BANK, N.A., as a Lender

By: /s/ Greg Strauss
Name: Greg Strauss
Title: Managing Director

THE BANK OF NOVA SCOTIA, as a Lender

By: /s/ Catherine Jones
Name: Catherine Jones
Title: Managing Director

HSBC BANK USA, NATIONAL ASSOCIATION, as a Lender

By: /s/ Rumesha Ahmed
Name: Rumesha Ahmed
Title: Director

TD BANK, N.A., as a Lender

By: /s Steve Levi
Name: Steve Levi
Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Jonathan F. Lindvall
Name: Jonathan F. Lindvall
Title: Senior Vice President

BARCLAYS BANK PLC, as a Lender

By: /s/ Edward Brooks
Name: Edward Brooks
Title: Vice President

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Jack Kuhns
Name: Jack Kuhns
Title: Authorized Signatory

NATIONAL WESTMINSTER BANK PLC, as a Lender

By: /s/ Jonathan Eady
Name: Jonathan Eady
Title: Director

MUFG BANK, LTD., as a Lender

By: /s/ Meng Zhang

Name: Meng Zhang

Title: Vice President

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Will Price
Name: Will Price
Title: Vice President

THE NORTHERN TRUST COMPANY, as a Lender

By: /s/ Will Hicks
Name: Will Hicks
Title: Vice President

TRUIST BANK, as a Lender

By: /s/ William P. Rutkowski
Name: William P. Rutkowski
Title: Director

Exhibit 10.22

JACOBS SOLUTIONS INC. DIRECTORS DEFERRAL PLAN

As Amended and Restated effective August 29, 2022

JACOBS SOLUTIONS INC. DIRECTORS DEFERRAL PLAN
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JACOBS SOLUTIONS INC. DIRECTORS DEFERRAL PLAN

Introduction

The purpose of this Plan is to provide specified benefits to the non-employee outside directors of Jacobs Solutions Inc. (prior to August 29, 2022, Jacobs Engineering Group Inc.). This Plan is unfunded for tax purposes. The Plan was originally effective with respect to amounts deferred beginning January 1, 2018, and replaced the 2005 Executive Deferral Plan sponsored by Jacobs Engineering Group Inc. with respect to any benefits provided therein to Directors. This Plan document is adopted effective August 29, 2022, to restate and amend the Plan in connection with and effective immediately upon the transaction resulting in Jacobs Solutions Inc. becoming the publicly traded parent of Jacobs Engineering Group Inc.

The Company, the Administrator, and the Committee reserve full discretionary authority to operate the Plan to prohibit distributions, elections, or other actions that would trigger taxation under section 409A of the Code. This authority includes, but is not limited to, the authority to stop, delay, or review elections or distribution requests.

ARTICLE 1
Definitions

For purposes of this Plan, unless otherwise clearly apparent from the context, the following phrases or terms shall have the following indicated meanings:

1.1 "Account Balance" shall mean, at any given time, the balance in a Participant's Deferral Account. The Account Balance shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant, or his or her designated Beneficiary, pursuant to this Plan.

1.2 "Administrator" shall mean the administrator described in Sections 11.1 and 11.2.

1.3 "Beneficiary" shall mean one or more persons, trusts, estates or other entities, designated in accordance with Article 8, that are entitled to receive benefits under this Plan upon the death of a Participant.

1.4 "Beneficiary Designation Form" shall mean the form (written or electronic) established from time to time by the Administrator that a Participant completes, executes and submits to the Administrator to designate one or more Beneficiaries.

1.5 "Board" shall mean the board of directors of the Company.

1.6 "Change in Control" shall have the same meaning as contained in the Company's 1999 Stock Incentive Plan, as it may be amended from time to time.

1.7 "Claimant" shall have the meaning set forth in Section 13.1.

1.8 "Code" shall mean the Internal Revenue Code of 1986, as it may be amended from time to time.

1.9 "Committee" shall mean the committee described in Article 11.

1.10 "Company" shall mean Jacobs Solutions Inc. and any successor to all or substantially all of the Company's assets or business. Effective prior to August 29, 2022, Company means Jacobs Engineering Group Inc.

1.11 "Deduction Limitation" shall mean the amount above which distributions otherwise payable to a Participant (or his or her Beneficiary) under the Plan, when combined with other compensation paid to a Participant (or his or her Beneficiary) for a taxable year, would not be deductible by the Company (or any affiliate) by reason of the limitation imposed by Code Section 162(m). The Deduction Limitation shall be determined by the Company in good faith. Once an amount has been determined by the Company not to be deductible because of the Deduction Limitation, the Company may defer the amount that would otherwise be paid to a Participant (or his or her Beneficiary). Any amounts so deferred will remain in the Participant's Account Balance, and shall be entitled to continued crediting and debiting of additional amounts in accordance with Section 3.5 below. The amounts so deferred and amounts credited thereon shall be distributed to the Participant or his or her Beneficiary during the first year, as determined by the Company in good faith, in which the deductibility of such payment will not be barred by application of Section 162(m). Notwithstanding any other provision in this Plan, to the extent consistent with Section 15.20, the Deduction Limitation shall not apply to distributions that become payable after a Change in Control.

1.12 "Deferral Account" shall mean (i) the sum of all of a Participant's Deferral Amounts, plus or less, as the case may be, (ii) amounts credited or debited in accordance with all the applicable crediting provisions of this Plan that relate to the Participant's Deferral Account, less (iii) all distributions made to the Participant or his or her Beneficiary pursuant to this Plan that relate to his or her Deferral Account.

1.13 "Deferral Amount" shall mean that portion of a Participant's Directors Fees or Equity Pay that a Participant elects to have, and is, deferred in accordance with Article 3.

1.14 "Director" shall mean any non-employee member of the Board.

1.15 "Directors Fees" shall mean the annual fees paid by the Company, including retainer fees and meetings fees, chair fees, and lead director fees, as compensation for serving on the Board.

1.16 "Disability" shall mean a medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months and resulting in the Director being unable to engage in any substantial gainful activity.

1.17 "Election Form" shall mean the form (or forms) established from time to time by the Administrator that a Participant completes, executes and submits to the Administrator to make an election under the Plan.

1.18 "Equity Pay" shall mean the payments (whether payable in cash or stock) made pursuant to an equity award that is granted to a Director under the Jacobs Solutions Inc. 1999 Outside Director Stock Plan (previously named the Jacobs Engineering Group Inc. 1999 Outside Director Stock Plan) (or its successor) and is designated by the Committee as eligible for deferral under this Plan. Except as designated otherwise by the Committee, Equity Pay shall include dividend equivalent rights that are payable under the equity award.

1.19 “Measurement Funds” shall have the meaning set forth in Section 3.5.

1.20 "Participant" shall mean any Director (i) who elects to participate in the Plan, (ii) who executes an Election Form and a Beneficiary Designation Form, (iii) whose executed Election Form and Beneficiary Designation Form are accepted by the Administrator, (iv) who commences participation in the Plan, and (v) whose Plan participation has not terminated. A spouse or former spouse of a Participant shall not be treated as a Participant in the Plan or have an account balance under the Plan, even if he or she has an interest in the Participant's benefits under the Plan as a result of applicable law or property settlements resulting from legal separation or divorce.

1.21 "Plan" shall mean this Jacobs Solutions Inc. Directors Deferral Plan, which shall be evidenced by this instrument, as it may be amended from time to time.

1.22 "Plan Year" shall mean a period beginning on January 1 of a particular calendar year and continuing through December 31 of such calendar year.

1.23 “Separation from Service” shall mean a “separation from service,” as such term is defined in Code section 409A and guidance thereunder, as a Director of the Company for any reason.

1.24 "Trust" shall mean one or more trusts established to hold Plan assets (whether or not in combination with assets of another plan), including pursuant to that certain Master Trust Agreement for the Executive Deferral Plan, dated as of June 1, 1991 between the Company and the trustee named therein, as amended from time to time, or any successor thereto.

1.25 "Unforeseeable Financial Emergency" shall mean severe financial hardship to a Participant resulting from an illness or accident of the Participant or the Participant’s spouse or dependent (as defined in Section 152 of the Code, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B)) of the Participant, loss of the Participant’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, as determined in the sole discretion of the Administrator.

ARTICLE 2
Eligibility and Enrollment

2.1 **Eligibility**. Participation in the Plan shall be limited to Directors.

2.2 **Enrollment Requirements**. As a condition to participation, each Director shall complete, execute and submit to the Committee an Election Form and a Beneficiary Designation Form, within the time period set by the Committee, in its sole discretion, for the purpose of returning documents and forms. In addition, the Committee shall establish from time to time such other enrollment requirements as it determines in its sole discretion are necessary.

2.3 **Eligibility; Commencement of Participation**. A Director shall commence participation in the Plan on the first day of the Plan Year following the date on which he or she has (i) satisfied all Enrollment Requirements and (ii) has had his or her Election Form and Beneficiary Designation Form accepted by the Committee. Notwithstanding the previous sentence, the Committee may, in its sole and absolute discretion and only to the extent consistent with Section 15.20, permit:

(a) a new Director to commence participation in the Plan mid-Plan Year by completing the requirements of (i) and (ii) above and electing to defer Directors Fees but only with respect to services to be performed subsequent to the election and only if the election is made within 30 days after the date the Director becomes eligible to participate; and/or

(b) a Director to commence participation in the Plan mid-Plan Year in order to defer Equity Pay in accordance with Section 3.2(b).

ARTICLE 3
Deferral Election/Crediting

3.1 **Deferral Election.** A Director may make an irrevocable election to defer a portion of his or her Directors Fees or Equity Pay for a Plan Year, subject to such rules and any minimum and/or maximum deferrals set by the Committee or in the applicable Election Form. Deferrals shall be a fixed percentage of the applicable Directors Fees or Equity Pay. Except as otherwise provided on the Election Form, for Equity Pay that is settled in shares of stock, the number of shares deferred shall be rounded down to the next highest whole number of shares.

3.2 **Timing of Deferral Elections**. A Director’s election must be received by the Committee no later than the deadline it specifies. In no event will such date be later than the last day of the Plan Year preceding the Plan Year in which the services begin to be performed for which the Directors Fees are paid or the Equity Pay is awarded (which typically is the year in which the Equity Pay is granted); provided, however:

(a) Newly eligible Participants may make their initial deferral elections as provided in Section 2.3; and

(b) To the extent permitted by the Committee, Directors may elect to defer Equity Pay no later than the following deadline:

(i) the last day of the Company's taxable year that ends immediately before the start of the period for which the deferred compensation is considered "fiscal year compensation" (within the meaning of Treas. Reg. § 1.409A-2(a)(6)); or

(ii) the thirtieth (30th) day after the grant date, to the extent the deferred compensation is subject to a condition requiring the Participant to continue to provide services for a period of at least 12 months from the grant date and provided that such election also is at least 12 months in advance of the earliest date at which the forfeiture condition on such deferred compensation would otherwise lapse (consistent with Treas. Reg. § 1.409A-2(a)(5));

provided, however, that, notwithstanding the terms of an applicable Equity Pay award agreement or other underlying deferred compensation and to the extent necessary to comply with Code Section 409A, for purposes of vesting or payment of such deferred compensation upon either disability or change in control, the terms "disability" and "change in control" shall have the applicable meanings defined in Section 409A, but only to the extent inconsistent with the otherwise applicable definitions and only to the minimum extent necessary to comply with Section 409A as determined by the Committee.

3.3 **Withholding of Deferral Amounts**. For each Plan Year, the Deferral Amount shall be withheld at the time the Directors Fees are or otherwise would be paid to the Participant. With respect to Equity Pay, the Deferral Amount shall be withheld at the time the shares underlying the Equity Pay are or would have been issued (or, if the Equity Pay is payable in cash, at the time the Equity Pay is or would otherwise have been paid).

3.4 **Vesting**. A Participant shall at all times be 100% vested in his or her Deferral Account.

3.5 **Crediting/Debiting of Account Balances**. In accordance with, and subject to, the rules and procedures that are established from time to time by the Administrator, in its sole discretion, deferral amounts shall be credited or debited to a Participant's Account Balance in accordance with the following rules:

(a) **Election of Measurement Funds**. At the time a Director becomes a Participant in the Plan, he or she may designate one or more Measurement Funds which shall be used to determine what additional amounts are to be credited or debited, as the case may be, to his or her Account Balance. Such designations shall apply to the Deferral Amount, as such amounts are deferred by the Participant, and shall remain in force until changed by the Participant in accordance with the policies and procedures as set forth by the Administrator, from time to time, which policies and procedures may be changed, modified, and/or amended by the Administrator, without prior notice, at the Administrator's sole discretion. Until changed by the Administrator: (i) Measurement Fund allocation designations must be made in whole percentage points of 1%, or multiples thereof, not to exceed 100%; (ii) a Participant may change his or her Measurement Fund allocation elections on a daily basis, and (iii) a change in Measurement Fund allocations will take effect on the next business day following the election. Notice of any change in Measurement Fund elections must be made to the Administrator, or its designee, in a form acceptable to it as determined by it in its sole discretion. If a Participant fails to designate a Measurement Fund with respect to all or a portion of his or her Account Balance, such amounts shall be deemed invested in the default Measurement Fund (or Funds) designated by the Administrator, which may be changed by the Administrator from time to time without notice to Participants.

(b) **Measurement Funds**. A Participant may elect one or more measurement funds (the "Measurement Funds") from among those selected by the Administrator for the purpose of crediting or debiting additional amounts to his or her Account Balance. As necessary, the Administrator may, in its sole discretion, discontinue, substitute or add Measurement Funds. In selecting the Measurement Funds that are available from time to time, neither the Administrator nor the Company shall be liable to any Participant for such selection or adding, deleting or continuing any available Measurement Fund.

(c) **Crediting or Debiting Method**. The performance of each elected Measurement Fund (either positive or negative) will be determined by the Administrator, in its sole discretion, based on the performance of the Measurement Funds themselves. A Participant's Account Balance shall be credited or debited on a daily basis based on the performance of each Measurement Fund selected by the Participant, as determined by the Administrator in its sole discretion, as though (i) a Participant's Account Balance as of the close of business on each date were invested in the Measurement Fund(s) selected by the Participant, in the percentages applicable to such date, at the closing price on such date; (ii) the portion of the Deferral Amount, if any, that was actually deferred on that date were invested in the Measurement Fund(s) selected by the Participant, in the percentages applicable to such date; and (iii) any distribution made to a Participant on that date ceased being invested in the Measurement Fund(s), in the percentages applicable to such date, at the closing price on such date.

(d) **No Actual Investment**. Notwithstanding any other provision in this Plan, the Measurement Funds are to be used for measurement purposes only, and a Participant's election of any such Measurement Fund, the allocation to his or her Account Balance thereto, the calculation of additional amounts and the crediting or debiting of such amounts to a Participant's Account Balance shall not be considered or construed in any manner as an actual investment of his or her Account Balance in any such Measurement Fund. In the event that the Company or the Trustee (as that term is defined in the Trust), in its own discretion, decides to invest funds in any or all of the Measurement Funds, no Participant shall have any rights in or to such investments themselves. Without limiting the foregoing, a Participant's Account Balance shall at all times be a bookkeeping entry only and shall not represent any investment made on his or her behalf by the Company or the Trust; the Participant shall at all times remain an unsecured creditor of the Company.

(e) **Equity Pay**. Notwithstanding any other provision in this Plan and except as otherwise determined by the Administrator, to the extent a Participant elects to defer Equity Pay, such portion of the Deferral Amount shall be tracked in common stock of the Company. Except as otherwise determined by the Administrator, adjustments or substitutions to such shares of common stock shall be made consistent with adjustments or substitutions that are applied under the equity plan pursuant to which the Equity Pay award was originally granted. The Administrator may limit (or prohibit) any change in allocation to or from such Company stock and may establish rules applicable to accounting for, crediting, or allocating any dividends payable on such Company stock.

3.6 **Distributions**. The Company or the trustee of the Trust shall withhold from any payments made to a Participant under this Plan all federal, state and local income, employment and other taxes (domestic or foreign) required to be withheld by the Company, or the trustee of the Trust, in connection with such payments, in amounts and in a manner to be determined in the sole discretion of the Company and the trustee of the Trust.

ARTICLE 4
Payment Elections

4.1 **Time of Payment**. As part of each Deferral Election made pursuant to Article 3, the Director must specify on the Election Form the applicable time that payment will be made (or will commence), in accordance with rules set forth by the Committee. For example, the Committee may allow Directors to elect to receive the Deferral Amount (a) as of a specified date, (b) upon his or her Separation from Service, or (c) upon the earlier of (a) or (b); or any other payment triggers (or combinations of payment triggers) permissible under Code section 409A. To the extent permitted by the Committee and on the Election Form, a Participant may elect different times of payment with respect to different percentages or dollar amounts (if applicable) of the Deferral Amount. Except as otherwise provided on the Election Form, with respect to an election to receive a portion of Equity Pay, the number of shares payable on each payment date shall be rounded down to the next highest whole number of shares. If a Participant fails to make any election as to the time of payment for a Deferral Amount (or a portion thereof), then such amount shall be paid (or begin to be paid) thirty (30) days after the date which is six months after the date the Participant Separates from Service as a Director.

4.2 **Form of Payment**. As part of each Deferral Election made pursuant to Article 3, the Director must specify the applicable form in which payment will be made upon each alternative payment trigger, to the extent permitted by the Committee. For example, the Committee may allow Directors to elect to receive the Deferral Amount in a single lump sum payment or in annual installments payable over a specified period. To the extent permitted by the Committee and on the Election Form, the Director may elect different forms of payment with respect to different alternative payment triggers. If a Participant fails to make any election as to the form of payment for a Deferral Amount (or a portion thereof or an applicable payment trigger permitted pursuant to Section 4.1), then such amount shall be payable in a single lump sum.

Except as otherwise specified by the Committee and on the Election Form, if a Director elects to receive payments in annual installments over a number of years, the installments shall be calculated as follows: For the Plan Year in which payments begin, the Account Balance of the Participant (or, with respect to Equity Pay shares deferred, the number of shares payable over the installment period) shall be calculated as of the close of business on the last business day of the month immediately preceding the month in which payments are scheduled to begin. For subsequent Plan Years, the Account Balance (or the number of shares) of the Participant shall be calculated as of the close of business on the last business day of the preceding Plan Year. The annual installment for each Plan Year shall be calculated by multiplying this balance (or number of shares) by a fraction, the numerator of which is the number of monthly payments to be made during the Plan Year, and the denominator of which is the remaining number of monthly payments due the Participant or Beneficiary. For purposes of determining the number of shares payable, the number of shares shall be rounded down to the next highest whole number of shares. Dividend equivalents and accumulated dividends shall be payable using the Account Balance method.

4.1 **Unforeseeable Financial Emergencies**. If the Participant experiences an Unforeseeable Financial Emergency the Participant may petition the Administrator to (i) cancel any deferrals required to be made by a Participant and, if such cancellation is insufficient to satisfy the Unforeseeable Financial Emergency, (ii) receive a partial or full payout from the Plan. The payout shall not exceed the lesser of the Participant's Account Balance or the amount reasonably necessary to satisfy the Unforeseeable Financial Emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship). If the Administrator determines that an Unforeseeable Financial Emergency exists, cancellation shall take effect upon the date of such determination, and any payout shall be made thirty (30) days after such date. The payment of any amount under this Section 4.3 shall not be subject to the Deduction Limitation and any partial payout shall be deducted from a Participant's existing Account Balances on a pro rata basis.

4.2 **Subsequent Election**. After the Deferral Election is irrevocable, a Participant may make an election to change an existing payment election to an allowable alternative payout period by submitting a new Election Form to the Administrator, provided that any such Election Form is submitted at least one (1) year prior to the otherwise applicable payment date and delays the Participant's initial payment by a period of at least five (5) years. For purposes of such election changes, the right to a series of installment payments shall be treated as the right to a single payment.

ARTICLE 5
Distributions

5.1 **Plan Benefit**. Payment of a Participant's Account Balance shall be made in a single lump sum or shall commence in installments (or in such other form or forms) as elected by the

Participant in his or her Deferral Election and shall be subject to the Deduction Limitation.

5.2 **Payment Upon Separation from Service**. Any payment upon Separation from Service shall be made (or begin to be made) thirty (30) days after the earlier of (a) the date which is six (6) months after the date the Participant Separates from Service, or (b) the Participant’s death.

5.3 **Payment Upon Other Payment Triggers**. Except as otherwise elected by the Participant or established by the Committee on the Election Form, a payment upon a payment trigger other than Separation from Service will be made (or begin to be made) thirty (30) days after the payment trigger. For example, this rule will apply for payments upon death or Disability.

5.4 **Death Prior to Completion of Payment**. Unless otherwise elected by the Participant, if a Participant dies after payments begin but before the Account Balance is paid in full, the Participant's payments shall be paid to the Participant's Beneficiary in a single lump sum as soon as practicable after the Participant’s death.

ARTICLE 6
[Reserved]

ARTICLE 7
[Reserved]

ARTICLE 8
Beneficiary Designation

8.1 **Beneficiary**. Each Participant shall have the right, at any time, to designate his or her Beneficiary(ies) (both primary as well as contingent) to receive any benefits payable under the Plan to a beneficiary upon the death of a Participant. The Beneficiary designated under this Plan may be the same as or different from the Beneficiary designation under any other plan of the Company in which the Participant participates.

8.2 **Beneficiary Designation; Change; Spousal Consent**. A Participant shall designate his or her Beneficiary or Beneficiaries by completing and executing the Beneficiary Designation Form, and submitting it to the Administrator or its designated agent. A Participant shall have the right to change a Beneficiary by completing, signing and otherwise complying with the terms of the Beneficiary Designation Form and the Administrator's rules and procedures, as in effect from time to time. If the Participant names someone other than his or her spouse as a Beneficiary, a spousal consent, in the form designated by the Administrator, must be executed by that Participant's spouse and submitted to the Administrator. Upon the acceptance by the Administrator of a new Beneficiary Designation Form, all Beneficiary designations previously filed shall be canceled. The Committee shall be entitled to rely on the last Beneficiary Designation Form filed by the Participant and accepted by the Administrator prior to his or her death.

8.3 **Acknowledgment**. No designation or change in designation of a Beneficiary shall be effective until received and acknowledged in writing by the Administrator or its designated agent.

8.4 **No Beneficiary Designation**. If a Participant fails to designate a Beneficiary as provided in Sections 8.1, 8.2 and 8.3 above or if all designated Beneficiaries predecease the Participant or die prior to complete distribution of the Participant's benefits, then the Participant's designated Beneficiary shall be deemed to be his or her surviving spouse. If the Participant has no surviving spouse, the benefits remaining under the Plan to be paid to a Beneficiary shall be payable to the executor or personal representative of the Participant's estate.

8.5 **Doubt as to Beneficiary**. If the Administrator has any doubt as to the proper Beneficiary to receive payments pursuant to this Plan, the Administrator shall have the right, exercisable in its discretion, to cause the Company to withhold such payments until this matter is resolved to the Administrator's satisfaction.

8.6 **Discharge of Obligations**. The payment of benefits under the Plan to a Beneficiary shall fully and completely discharge the Company and the Administrator from all further obligations under this Plan with respect to the Participant, and that Participant's participation shall terminate upon such full payment of benefits.

ARTICLE 9
[Reserved]

ARTICLE 10
Termination, Amendment or Modification

10.1 **Termination**. Although it is anticipated that the Plan will continue for an indefinite period of time, there is no guarantee that the Company will continue the Plan. Accordingly, the Company reserves the right to discontinue its sponsorship of the Plan and/or to terminate the Plan at any time by action of the Board. Upon termination of the Plan, the Company will pay each Participant a single lump-sum distribution of his or her entire Account Balance, to the extent consistent with Section 15.20. The termination of the Plan shall not adversely affect any Participant or Beneficiary who has become entitled to the payment of any benefits under the Plan as of the date of termination.

10.2 **Amendment**. The Company may, at any time, through the Board amend or modify the Plan, in whole or in part; provided, however, that: (i) no amendment or modification shall be effective to decrease or restrict the value of a Participant's Account Balance in existence at the time the amendment or modification is made, calculated as if the Participant had experienced a Separation from Service as of the effective date of the amendment or modification, and (ii) no amendment or modification to clause (i) of this Section 10.2 or Section 11.2 of the Plan shall be effective.

10.3 **Plan Agreement**. The terms of any Plan agreement may be different for any Participant, and a Plan agreement may provide additional benefits not set forth in the Plan or limit the benefits otherwise provided under the Plan; provided, however, that any such additional benefits or benefit limitations must be agreed to by both the Company and the Participant. Despite the provisions of Sections 10.1 and 10.2 above, if a Participant's Plan agreement contains benefits or limitations that are not in this Plan document, the Company may only amend or terminate such provisions with the consent of the Participant.

10.4 **Effect of Payment**. The full payment of the applicable benefit under Article 5 of the Plan shall completely discharge all obligations to a Participant and his or her designated Beneficiaries under this Plan and the Participant's Plan participation shall terminate.

ARTICLE 11
Administration

11.1 **Committee Duties**. Except as otherwise provided in this Article 11, this Plan shall be administered by a Committee appointed by the Board, which Committee may consist, in part or in full, of persons who are not on the Board. Members of the Committee may be Participants under this Plan. The Committee shall also have the discretion and authority to (i) make, amend, interpret, and enforce all appropriate rules and regulations for the administration of this Plan and (ii) decide or resolve any and all questions including interpretations of this Plan, as may arise in connection with the Plan. Any individual serving on the Committee who is a Participant shall not vote or act on any matter relating solely to himself or herself. When making a determination or calculation, the Committee shall be entitled to rely on information furnished by a Participant or the Company.

11.2 **Administration Upon Change in Control**. For purposes of this Plan, the Company (via the Committee described in Section 11.1) shall be the “Administrator” at all times prior to the occurrence of a Change in Control. Upon and after the occurrence of a Change in Control, the “Administrator” shall be an independent third party selected by the Trustee and approved by the individual who, immediately prior to such event, was the Company’s Chief Executive Officer or, if not so identified, the Company’s highest ranking officer (the “Ex-CEO”). The Administrator shall have the discretionary power to determine all questions arising in connection with the administration of the Plan and the interpretation of the Plan and Trust including, but not limited to benefit entitlement determinations; provided, however, upon and after the occurrence of a Change in Control, the Administrator shall have no power to direct the investment of Plan or Trust assets or select any investment manager or custodial firm for the Plan or Trust. Upon and after the occurrence of a Change in Control, the Company must: (1) pay all reasonable administrative expenses and fees of the Administrator; (2) indemnify the Administrator against any costs, expenses and liabilities including, without limitation, attorney’s fees and expenses arising in connection with the performance of the Administrator hereunder, except with respect to matters resulting from the gross negligence or willful misconduct of the Administrator or its employees or agents; and (3) supply full and timely information to the Administrator or all matters relating to the Plan, the Trust, the Participants and their Beneficiaries, the Account Balances of the Participants, the date of circumstances of the Participants’ Separation from Service or death, and such other pertinent information as the Administrator may reasonably require. Upon and after a Change in Control, the Administrator may be terminated (and a replacement appointed) by the Trustee only with the approval of the Ex-CEO. Upon and after a Change in Control, the Administrator may not be terminated by the Company.

11.3 **Agents**. In the administration of this Plan, the Administrator may, from time to time, employ agents and delegate to them such administrative duties as it sees fit (including acting through a duly appointed representative) and may from time to time consult with counsel who may be counsel to the Company.

11.4 **Binding Effect of Decisions**. The decision or action of the Administrator with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.

11.5 **Indemnity of Administrator**. The Company shall indemnify and hold harmless the members of the Committee, any employee to whom the duties of the Committee may be delegated, and the Administrator against any and all claims, losses, damages, expenses or liabilities arising from any action or failure to act with respect to this Plan, except in the case of willful misconduct by the Committee, any of its members, any such employee or the Administrator.

11.6 **Missing Payees**. If the Administrator cannot locate any person or estate entitled to payment of a Plan benefit after a reasonable search, the Administrator may at any time thereafter treat such benefit as forfeited. If the person or estate should later make a valid claim for the benefit or otherwise be located, any amounts so forfeited shall be reinstated (without any interest or earnings adjustment) and paid to the person or estate, as otherwise provided by this Plan, unless the benefit has been escheated to a state government.

11.7 **Payment Delay or Acceleration**. Notwithstanding any other provision in this Plan, the Administrator may, in its sole and absolute discretion, delay or accelerate payments under the Plan to the extent consistent with Section 15.20.

ARTICLE 12
Other Benefits and Agreements

12.1 **Coordination with Other Benefits**. The benefits provided for a Participant and Participant's Beneficiary under the Plan are in addition to any other benefits available to such Participant under any other plan or program for Directors. The Plan shall supplement and shall not supersede, modify or amend any other such plan or program except as may otherwise be expressly provided.

ARTICLE 13
Claims Procedures

13.1 **Presentation of Claim**. Any Participant or Beneficiary of a deceased Participant (such Participant or Beneficiary being referred to below as a "Claimant") may deliver to the Administrator a written claim for a determination with respect to the amounts distributable to such Claimant from the Plan. If such a claim relates to the contents of a notice received by the Claimant, the claim must be made within 60 days after such notice was received by the Claimant. All other claims must be made within 180 days of the date on which the event that caused the claim to arise occurred. The claim must state with particularity the determination desired by the Claimant.

13.2 **Notification of Decision**. The Administrator shall consider a Claimant's claim within a reasonable time, and shall notify the Claimant in writing:

(a) that the Claimant's requested determination has been made, and that the claim has been allowed in full; or

(b) that the Administrator has reached a conclusion contrary, in whole or in part, to the Claimant's requested determination, and such notice must set forth in a manner calculated to be understood by the Claimant:

(i) the specific reason(s) for the denial of the claim, or any part of it;

(ii) specific reference(s) to pertinent provisions of the Plan upon which such denial was based;

(iii) a description of any additional material or information necessary for the Claimant to perfect the claim, and an explanation of why such material or information is necessary; and

(iv) an explanation of the claim review procedure set forth in Section 13.3 below.

13.3 **Review of a Denied Claim**. Within 60 days after receiving a notice from the Administrator that a claim has been denied, in whole or in part, a Claimant (or the Claimant's duly authorized representative) may file with the Administrator a written request for a review of the denial of the claim. In conjunction with filing an appeal (but no later than the date the appeal is filed), the Claimant (or the Claimant's duly authorized representative):

(a) may review pertinent documents;

(b) may submit written comments or other documents; and/or

(c) may request a hearing, which the Administrator, in its sole discretion, may grant.

13.4 **Decision on Review**. The Administrator shall render its decision on review promptly, and not later than 60 days after the filing of a written request for review of the denial, unless a hearing is held or other special circumstances require additional time, in which case the Administrator's decision must be rendered within 120 days after such date. Such decision must be written in a manner calculated to be understood by the Claimant, and it must contain:

(a) specific reasons for the decision;

(b) specific reference(s) to the pertinent Plan provisions upon which the decision was based; and

(c) such other matters as the Administrator deems relevant.

13.5 **Legal Action**. A Claimant's compliance with the foregoing provisions of this Article 13 is a mandatory prerequisite to a Claimant's right to commence any legal action with respect to any claim for benefits under this Plan.

13.6 **Payment Following Resolution of Claim**. If a Participant is entitled to a payment following the resolution of a claim pursuant to this Article 13, such payment will be made during the calendar year in which the claim is finally and conclusively resolved, or, if later, at the time set forth in accordance with Article 4.

ARTICLE 14
Trust

14.1 **Establishment of the Trust**. The Company has established the Trust and shall at least annually transfer over to the Trust such assets as the Company determines, in its sole discretion, are necessary to provide, on a present value basis, for its respective future liabilities created with respect to the Deferral Amounts for the Participants for all periods prior to the transfer, as well as any debits and credits to the Participants' Account Balances for all periods prior to the transfer, taking into consideration the value of the assets in the trust at the time of the transfer.

14.2 **Interrelationship of the Plan and the Trust**. The provisions of the Plan shall govern the rights of a Participant to receive distributions pursuant to the Plan. The provisions of the Trust shall govern the rights of the Company, Participants and the creditors of the Company to the assets transferred to the Trust. The Company shall at all times remain liable to carry out its obligations under the Plan.

14.3 **Distributions From the Trust**. The Company's obligations under the Plan may be satisfied with Trust assets distributed pursuant to the terms of the Trust, and any such distribution shall reduce the Company's obligations under this Plan.

14.4 **Investment of Trust Assets**. The Trustee of the Trust shall be authorized, upon written instructions received from the Administrator or investment manager appointed by the Administrator, to invest and reinvest the assets of the Trust in accordance with the applicable Trust Agreement, including the disposition of stock and reinvestment of the proceeds in one or more investment vehicles designated by the Administrator.

ARTICLE 15
Miscellaneous

15.1 **Status of Plan**. The Plan is not intended to qualify under Code section 401(a) or be subject to the Employee Retirement Income Security Act of 1974, as amended.

15.2 **Unsecured General Creditor**. Participants and their Beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of the Company, including any assets held in the Trust. For purposes of the payment of benefits under this Plan, the Company's assets shall be, and remain, the general, unpledged unrestricted assets of the Company. The Company's obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.

15.3 **Company Liability**. The Company's liability for the payment of benefits shall be defined only by the Plan and any Plan agreement as entered into between the Company and a Participant. The Company shall have no obligation to a Participant under the Plan except as expressly provided in the Plan.

15.4 **Nonassignability**. Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate, alienate or convey in advance of actual receipt, the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are expressly declared to be, unassignable and non-transferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure, attachment, garnishment or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant or any other person or be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency.

15.5 **Not a Contract of Employment or Retention**. The terms and conditions of this Plan shall not be deemed to constitute a contract of employment or retention between the Company (or any of its affiliates) and the Participant. Nothing in this Plan shall be deemed to give a Participant the right to be retained in the service of the Company (or any of its affiliates), either as an employee or a director, or to interfere with the right to discipline or discharge the Participant at any time.

15.6 **Furnishing Information**. A Participant or his or her Beneficiary will cooperate with the Administrator by furnishing any and all information requested by the Administrator and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Administrator may deem necessary.

15.7 **Terms**. Whenever any words are used herein in the masculine, they shall be construed as though they were in the feminine in all cases where they would so apply; and whenever any words are used herein in the singular or in the plural, they shall be construed as though they were used in the plural or the singular, as the case may be, in all cases where they would so apply.

15.8 **Captions**. The captions of the articles, sections and paragraphs of this Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

15.9 **Governing Law**. The provisions of this Plan shall be construed and interpreted according to the internal laws of the State of Texas without regard to its conflicts of laws principles.

15.10 **Notice**. Any notice or filing required or permitted to be given to the Committee under this Plan shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, to the address below:

Jacobs Solutions Inc.
Employee Benefits
1999 Bryan Street, Suite 1200
Dallas, TX 75201

Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification.

Any notice or filing required or permitted to be given to a Participant under this Plan shall be sufficient if in writing and hand-delivered, or sent by mail, to the last known address of the Participant.

15.11 **Successors**. The provisions of this Plan shall bind and inure to the benefit of the Company and its successors and assigns and the Participant and the Participant's designated Beneficiaries.

15.12 **Spouse's Interest**. The interest in the benefits hereunder of a spouse of a Participant who has predeceased the Participant shall automatically pass to the Participant and shall not be transferable by such spouse in any manner, including but not limited to such spouse's will, nor shall such interest pass under the laws of intestate succession.

15.13 **Validity**. In case any provision of this Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but this Plan shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

15.14 **Incompetent**. If the Administrator determines in its discretion that a benefit under this Plan is to be paid to a minor, a person declared incompetent or to a person incapable of handling the disposition of that person's property, the Administrator may direct payment of such benefit to the guardian, legal representative or person having the care and custody of such minor, incompetent or incapable person. The Administrator may require proof of minority, incompetence, incapacity or guardianship, as it may deem appropriate prior to distribution of the benefit. Any payment of a benefit shall be a payment for the account of the Participant and the Participant's Beneficiary, as the case may be, and shall be a complete discharge of any liability under the Plan for such payment amount.

15.15 **Payments to Spouses**. If a court determines that a spouse or former spouse of a Participant has an interest in the Participant's benefits under the Plan in connection with a property settlement or otherwise, the Administrator, in its sole discretion, shall have the right, notwithstanding any election made by a Participant, to immediately distribute the spouse's or former spouse's interest in the Participant's benefits under the Plan to that spouse or former spouse. The Plan will honor only those domestic relations orders that satisfy the requirements set forth by the Administrator, which may be modified from time to time without notice to Participants.

15.16 **Distribution in the Event of Taxation**.

(a) **In General**. If, for any reason, all or any portion of a Participant's benefits under this Plan becomes taxable to the Participant under Code section 409A prior to receipt, an amount equal to the taxable portion of his or her benefit will be distributed immediately to the Participant in the form of a lump sum (which amount shall not exceed the Participant's unpaid Account Balance under the Plan). Such a distribution shall affect and reduce the benefits to be paid under this Plan.

(b) **Trust**. If the Trust terminates in accordance with Section 4.6(d) of the Trust and benefits are distributed from the Trust to a Participant in accordance with that

Section, the Participant's benefits under this Plan shall be reduced to the extent of such distributions.

15.17 **Payment Delays due to Company Insolvency**. Notwithstanding any other provision in this Plan, payment of a Participant's benefits will be delayed in the event that making the payment will jeopardize the ability of the Company to continue as a going concern. A payment delayed pursuant to this Section 15.17 will be made during the first calendar year in which making the payment would not have such effect.

15.18 **Insurance**. The Company, on its own behalf or on behalf of the trustee of the Trust, and, in its sole discretion, may apply for and procure insurance on the life of the Participant, in such amounts and in such forms as the Company may choose. The Company or the trustee of the Trust, as the case may be, shall be the sole owner and beneficiary of any such insurance. The Participant shall have no interest whatsoever in any such policy or policies, and at the request of the Company shall submit to medical examinations and supply such information and execute such documents as may be required by the insurance company or companies to whom the Company have applied for insurance.

15.19 **Legal Fees to Enforce Rights After Change in Control**. The Company is aware that upon the occurrence of a Change in Control, the Board or a shareholder of the Company, or of any successor corporation, or the Administrator or the Committee, might then cause or attempt to cause the Company or such successor to refuse to comply with its obligations under the Plan and might cause or attempt to cause the Company to institute, or may institute, litigation seeking to deny Participants the benefits intended under the Plan. In these circumstances, the purpose of the Plan could be frustrated. Accordingly, if, following a Change in Control, it should appear to any Participant that the Company or any successor corporation, or the Administrator or any member of the Committee, has failed to comply with any of its obligations under the Plan or any agreement thereunder or, if the Company or any other person takes any action to declare the Plan void or unenforceable or institutes any litigation or other legal action designed to deny, diminish or to recover from any Participant the benefits intended to be provided, then the Company irrevocably authorizes such Participant to retain counsel of his or her choice at the expense of the Company to represent such Participant in connection with the initiation or defense of any litigation or other legal action, whether by or against the Company or any director, officer, shareholder or other person affiliated with the Company or any successor thereto in any jurisdiction. In order to be eligible for counsel at the expense of the Company or successor (or reimbursement of counsel fees to the extent the Company or successor initially refuses to pay such expenses) pursuant to this Section 15.19, fees and expenses must be incurred on or after a Change in Control and before the later of (i) the closing of the Participant's estate, and (ii) the closing of the estate of each Beneficiary. Any payment made on behalf of a Participant or to which a Participant is entitled pursuant to this Section must be made no later than the last day of the Participant's taxable year following the taxable year in which the related fee or expense is incurred.

15.20 **Code Section 409A**. The Plan is intended to avoid any "plan failures" within the meaning of Code section 409A(a)(1). The Plan shall be interpreted and administered, to the extent possible, in accordance with this intention.

JACOBS SOLUTIONS INC.
EXECUTIVE SEVERANCE PLAN

1. *Purpose*. The purpose of this Jacobs Solutions Inc. Executive Severance Plan (this "**Plan**") is to retain certain senior executives of the Company by reason of providing appropriate severance benefits and to ensure their continued dedication to their duties, including in the event of a Change in Control (as defined in Section 24 below).

2. *Eligible Participants*. Employees participating in the Plan (each, a "**Participant**") will be those senior executives who are approved by the Human Resource and Compensation Committee of the Company's Board of Directors (the "**Committee**") in its sole discretion and designated as a Participant. In the Committee's discretion, Participants may be designated to participate in the Plan with respect to the payments and benefits under either (or both) of Section 3(a) ("Qualifying Termination – No Change in Control") or Section 3(b) ("Qualifying Termination After a Change in Control"), in each case on a standalone, immediate and/or delayed basis.

3. *Payments Upon a Qualifying Termination of Employment*.

(a) **Qualifying Termination – No Change in Control**. If, prior to or more than two (2) years following a Change in Control, the employment of the Participant is terminated under circumstances constituting a Qualifying Termination, then, subject to the Participant's execution of a Release as set forth in Section 4 below, the Company shall provide to the Participant:

(i) a lump sum cash payment equal to the result of multiplying the Participant's applicable Severance Multiple (see Exhibit A to this Plan, Table 2) by the sum of (x) the Participant's Base Salary and (y) the Participant's Target Annual Incentive Award;

(ii) a lump sum cash payment equal to the Participant's Annual Incentive Award based on actual performance (prorated to the number of days worked in the fiscal year);

(iii) a lump sum cash payment equal to the result of multiplying the Participant's applicable Severance Multiple (see Exhibit A to this Plan, Table 2) by the annual premium that would be payable for the continued receipt of financial planning services which the Participant receives as of immediately prior to his or her Date of Termination;

(iv) a lump sum cash payment equal to the result of multiplying the Participant's applicable Severance Multiple (see Exhibit A to this Plan, Table 2) by the annual COBRA premium that would be payable by the Participant for continued participation in the Company's group health plans in which the Participant participates immediately prior to his or her Date of Termination; and

(v) the Participant's unvested and outstanding Company equity awards (or equity awards issued to the Participant in replacement of such Company equity awards in connection with a Change in Control) that are scheduled to vest within the nine (9) month period following the Date of Termination shall continue to vest in accordance with their original vesting schedule irrespective of the termination of the Participant's employment (subject, for the avoidance of doubt, to the satisfaction of any applicable performance criteria).

The cash payments specified in paragraphs (i), (iii) and (iv) of this Section 3(a) shall be paid within ninety (90) days following the Date of Termination; provided that if the full release review and revocation period described in Section 4 of this Plan spans two calendar years, then the payment shall be made in the second calendar year. The cash payment specified in paragraph (ii) of this Section 3(a) shall be paid only after actual performance is determined against the metrics established for the employee's applicable line of business or corporate function for the Annual Incentive Award and will be paid at such time as payments under the Company's annual bonus plan are paid to the annual bonus plan participants.

(b) **Qualifying Termination After a Change in Control**. If, during the two (2)-year period following a Change in Control, the employment of the Participant is terminated under circumstances constituting a Qualifying Termination, then, subject to the Participant's execution of a Release as set forth in Section 4 below, the Company shall provide to the Participant:

(vi) a lump sum cash payment equal to the result of multiplying the Participant's applicable Severance Multiple (see Exhibit A to this Plan, Table 1) by the sum of (x) the Participant's Base Salary and (y) the Participant's Target Annual Incentive Award;

(vii) a lump sum cash payment equal to the Participant's Annual Incentive Award based on actual performance (prorated to the number of days worked in the fiscal year);

(viii) a lump sum cash payment equal to the result of multiplying the Participant's applicable Severance Multiple (see Exhibit A to this Plan, Table 1) by the annual premium that would be payable for the continued receipt of financial planning services which the Participant receives as of immediately prior to his or her Date of Termination; and

(ix) a lump sum cash payment equal to the result of multiplying the Participant's applicable Severance Multiple (see Exhibit A to this Plan, Table 1) by the annual COBRA premium that would be payable by the Participant for continued participation in the Company's group health plans in which the Participant participates immediately prior to his or her Date of Termination.

The cash payments specified in paragraphs (i), ((iii) and (iv) of this Section 3(b) shall be paid within ninety (90) days following the Date of Termination; provided that if the release review and revocation period described in Section 4 of this Plan spans two calendar years, then the payment shall be made in the second calendar year. The cash payment specified in paragraph (ii) of this Section 3(a) shall be paid only after actual performance is determined against the metrics established for the employee's applicable line of business or corporate function for the Annual Incentive Award and will be paid at such time as payments under the Company's annual bonus plan are paid to the annual bonus plan participants. The treatment of any Company equity awards (or equity awards issued to the Participant in replacement of such Company equity awards in connection with the Change in Control) that remain outstanding and unvested as of the Date of Termination shall be governed by the Company's 1999 Stock Incentive Plan (or any successor plan) and any award agreements thereunder.

(c) Except as otherwise expressly provided pursuant to this Plan, this Plan shall be construed and administered in a manner which avoids duplication of compensation and benefits which may be provided under any other plan, program, policy or other arrangement or individual contract or under any statute, rule or regulation. In the event a Participant is covered by any other plan, program, policy, individually negotiated agreement or other arrangement, in effect as of his or her Date of Termination, that may duplicate the payments and benefits provided for in this Section 3, the Committee is specifically empowered to reduce or eliminate the duplicative benefits provided for under the Plan.

4. *Release*. A Participant's receipt of payments and benefits under Section 3 above will be conditioned on the Participant's execution of a Waiver and General Release of claims in a form acceptable to the Company (a "**Release**"), which shall be provided to the Participant no later than ten (10) business days after the Date of Termination and must be executed by the Participant within the forty-five (45) day review period, not be revoked by the Participant within the seven (7) day revocation period, and become effective by the Participant by the fifty-second (52^{nd}) day following Participant's receipt of the Release.

5. *Withholding Taxes*. The Company shall withhold from all payments due to the Participant (or his beneficiary or estate) hereunder all taxes which, by applicable federal, state, local or other law, the Company is required to withhold therefrom.

6. *Expenses*. If any contest or dispute shall arise under this Plan involving termination of a Participant's employment with the Company or involving the failure or refusal of the Company to perform fully in accordance with the terms hereof, each party shall be responsible for its own legal fees and related expenses, if any, incurred in connection with such contest or dispute.

7. *No Guarantee of Continued Employment*. The Participant agrees and understands that his or her employment with the Company is at-will. Nothing in this Plan will be deemed to entitle the Participant to continued employment with the Company or its Subsidiaries or affect any right the

Company has to terminate or alter the terms and conditions of the Participant's employment with the Company.

8. *Restrictive Covenants*.

(d) **Confidential Information**. The Participant agrees and understands that in the Participant's position with the Company, the Participant will be exposed to and will receive information relating to the confidential affairs of the Company and its affiliates, including, without limitation, technical information, intellectual property, business and marketing plans, strategies, customer information, software, other information concerning the products, promotions, development, financing, expansion plans, business policies and practices of the Company and its affiliates and other forms of information considered by the Company and its affiliates to be confidential or in the nature of trade secrets (including, without limitation, ideas, research and development, know-how, formulas, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals) (collectively, the "**Confidential Information**"). Confidential Information shall not include information that is generally known to the public or within the relevant trade or industry other than due to the Participant's violation of this Section 8 or disclosure by a third party who is known by the Participant to owe the Company an obligation of confidentiality with respect to such information. The Participant agrees that at all times during the Participant's employment with the Company and at all times thereafter, the Participant shall not disclose such Confidential Information, either directly or indirectly, to any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof (each a "**Person**") without the prior written consent of the Company and shall not use or attempt to use any such information in any manner other than in connection with the Participant's employment with the Company, unless required by law to disclose such information, in which case the Participant shall provide the Company with written notice of such requirement as far in advance of such anticipated disclosure as possible. The Participant further agrees to take all reasonable steps to protect and maintain the confidentiality of the Company's Confidential Information, including by adhering to the Company Code of Conduct, policies and training pertaining to the protection of Company confidential, proprietary and trade secret information. In this regard, Employee agrees not to download, copy or transfer Confidential Information (including to unauthorized external devices, such as a personal hard drive or thumb drive) in violation of such Code of Conduct, policies or training, and further agrees not to undertake any conduct that sabotages the Company's business and/or IT systems or which is intended to avoid or which has the effect of avoiding Company IT security and IT security protocols that pertain to the protection of Confidential Information. This confidentiality covenant has no temporal, geographical or territorial restriction. Upon termination of the Participant's employment with the Company, the Participant shall promptly supply to the Company all property, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data and any other tangible product or document which has been produced by, received by or otherwise submitted to the Participant during or prior to the Participant's employment with the Company, and any copies thereof in the Participant's (or capable of being reduced to the Participant's) possession.

Notwithstanding the foregoing, nothing herein shall prevent the Participant from disclosing Confidential Information to the extent required by law. Additionally, nothing herein shall preclude the Participant's right to communicate, cooperate or file a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "**Governmental Entity**") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise make disclosures to any Governmental Entity, in each case, that are protected under the whistleblower or similar provisions of any such law or regulation; provided that in each case such communications and disclosures are consistent with applicable law. Notwithstanding the foregoing, the Participant agrees to waive the Participant's right to recover monetary damages in connection with any charge, complaint or lawsuit filed by the Participant or anyone else on the Participant's behalf (whether involving a governmental entity or not); provided that the Participant is not agreeing to waive, and this Agreement shall not be read as requiring the Participant to waive, any right the Participant may have to receive an award for information provided to any Governmental Entity. Pursuant to 18 U.S.C. § 1833(b), Participant acknowledges that Participant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret if he/she (i) makes such disclosure in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law; or (ii) such disclosure was made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. Participant understands that if Participant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Participant may disclose the trade secret to Participant's attorney and use the trade secret information in the court proceeding if Participant (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this Plan, or any other Plan that Participant has with the Company, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

(e) **Non-Competition**. If a Participant's employment is terminated in accordance with Section 3 of this Plan, then, during the one-year period immediately following such Participant's Date of Termination (the "**Restricted Period**"), such Participant shall not, directly or indirectly, own, manage, operate, join, control, participate in, consult with, render services for, be employed by or participate in the ownership, management, operation or control of, or be connected in any manner with, including, without limitation, holding any position as a stockholder, director, officer, consultant, independent contractor, employee, partner, or investor in, any Restricted Enterprise (as defined below); provided, that, in no event shall (i) ownership by the Participant of two percent (2%) or less of the outstanding securities of any class of any issuer whose securities are registered under the Securities Exchange Act of 1934, as amended, standing alone, be prohibited by this Section 8(b), so long as the Participant does not have, or exercise, any rights to manage or operate the business of such issuer other than rights as a shareholder thereof or (ii) being employed by an entity, standing alone, be prohibited by this Section 8(b), so long as the entity has more than one discrete and readily distinguishable part of its business and the Participant's duties are not at or involving the part of the entity's business that is actively engaged in a Restricted Enterprise. For purposes of this paragraph, "**Restricted Enterprise**" shall mean any Person that is engaged, directly or indirectly, in (or intends or proposes to engage in, or has been organized for the purpose of engaging in) a business that is in competition with the Business (as defined below) or any other business of the Company or any of its affiliates in any country or territory in which the Company or any of its affiliates markets any of its services or products or has plans to begin marketing any of its services or products in such country or territory. During the Restricted Period, upon request of the Company, the Participant shall notify the Company of the Participant's then-current employment status. For purposes of this Agreement, "**Business**" shall mean the business of engineering, construction, consulting, design, design-build, procurement, operations and management, program management and technical services for national and local governments and/or private clients.

(f) **Non-Solicitation**. During the Restricted Period, a Participant shall not, directly or indirectly (including through another entity), (i) induce or attempt to induce any employee or independent contractor of the Company or any of its Subsidiaries to leave the employ of the Company or such Subsidiary, or in any way interfere with the relationship between the Company and any of its Subsidiaries and any employee or independent contractor thereof, (ii) hire any person who was an employee or independent contractor of the Company or any of its Subsidiaries within 12 months prior to the date of hire, or (iii) solicit or attempt to solicit or induce or attempt to induce any joint venture partner, customer, supplier, licensee or other business relation (including teaming arrangements) of the Company or any of its Subsidiaries to transact business with a Restricted Enterprise or to cease doing business with the Company or such Subsidiary or in any way interfere with the relationship between any such joint venture partner, customer, supplier, licensee or business relation and the Company and any Subsidiary.

(g) **Non-Disparagement**. In the event a Participant's employment is terminated in accordance with Section 3 of this Plan, the Participant shall not, after the Date of Termination, make any statement that would libel, slander, criticize, ridicule or disparage the Company, any of its Subsidiaries or their respective past or present officers, directors, employees, managers, members or agents. Nothing herein shall prevent such Participant from responding accurately and fully to any question, inquiry or request for information when required by legal process; provided, however, that the Participant shall provide the Company with reasonable prior written notice before responding to such a question, inquiry or request, unless such notice to the Company is prohibited under applicable law.

(h) **Enforcement**. If, at the time of enforcement of this Section 8, a court holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties hereto agree that the maximum duration, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum duration, scope and area permitted by law. Because each Participant's services are unique, the parties hereto agree that money damages would be an inadequate remedy for any breach of this Section 8. Therefore, in the event a breach or threatened breach of this Section 8, the Company and its Subsidiaries and any of their respective successors and assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce, or prevent any violations of, the provisions hereof (without posting a bond or other security).

(i) **Recoupment; Cessation of Obligations**. If a Participant materially breaches Section 8(a), 8(b), 8(c) or 8(d) hereof during the Restricted Period, the Company will have the right to recoup from the Participant all payments and benefits (or the value thereof as determined by the Committee in its sole discretion) provided to such Participant under this Plan and any obligation of the Company to make or provide any payments or benefits under this Plan will cease.

(j) **Extension of Restricted Period**. The Restricted Period shall be tolled for any period during which the Participant is in breach of any of Sections 8(b) or (c) hereof.

9. *Section 280G of the Code*.

(k) In the event that any payments or benefits (whether under this Plan or otherwise) payable to a Participant (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this Section 9, would be subject to the excise tax imposed by Section 4999 of the Code, then such payments and benefits will be either (x) delivered in full, or (y) delivered as to such lesser extent that would result in no portion of such payments and benefits being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income and employment taxes and the excise tax imposed by Section 4999 of the Code (and any equivalent state or local excise taxes), results in the receipt by the Participant on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such payments and benefits may be taxable under Section 4999 of the Code. Any reduction in payments and/or benefits required by this provision will occur in the following order: (i) reduction of cash payments; (ii) reduction of vesting acceleration of equity awards; and (iii) reduction of other benefits paid or provided to Executive. In the event that acceleration of vesting of equity awards is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant for equity awards. If two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis.

(l) All determinations required to be made under this Section 9, including the reduction payments hereunder and the assumptions to be utilized in arriving at such determinations, will be made by a public accounting firm that is retained by the Company as of the date immediately prior to the Change in Control (the "**Accounting Firm**") which will provide detailed supporting calculations both to the Company and the Participant within fifteen (15) business days of the receipt of notice from the Company or the Participant that there has been a Qualifying Termination that may result in a payment that may be subject to Section 4999 of the Code, or such earlier time as is requested by the Company, and whose determination will be conclusive and binding upon the Participant and the Company for all purposes. For purposes of making the calculations required by this Section 9, the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive agree to furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this provision. The Company will bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this provision. Any determinations by the Accounting Firm with respect to whether any payments or benefits are subject to reduction under this Section 9 will be binding upon the Company and the Participant.

10. *Successors; Binding Agreement*. This Plan will survive any Change in Control, and the provisions of this Plan will be binding upon the surviving corporation, which will be treated as the Company hereunder. The benefits provided under this Plan shall inure to the benefit of and be enforceable by the Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Participant dies while any amounts would be payable to the Participant hereunder had the Participant continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to such person or persons appointed in writing by the Participant to receive such amounts or, if no person is so appointed, to the Participant's estate.

11. *Notice*. (a) For purposes of this Plan, all notices and other communications required or permitted hereunder must be in writing and will be deemed to have been duly given when delivered or five (5) days after deposit in the United States mail, certified and return receipt requested, postage prepaid and addressed as follows:

If to the Participant: the address listed as the Participant's address in the Company's personnel files.

If to the Company:

Jacobs Solutions Inc.
Attention: General Counsel
1999 Bryan Street
Suite 1200
Dallas, Texas 75201

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

(m) A written notice of the Participant's Date of Termination by the Company or the Participant, as the case may be, to the other, will (i) indicate the specific termination provision in this Plan relied upon, (ii) specify the termination date (which date, for Qualifying Termination – No Change in Control and Qualifying Termination After Change in Control terminations, shall be not less than thirty (30) nor more than forty (40) days after the giving of such notice) and (iii) to the extent the Participant is serving a notice of termination claiming Good Reason, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant's employment for Good Reason. The failure by the Participant or the Company to set forth in such notice any fact or circumstance which contributes to a showing of Good Reason or Cause does not waive any right of the Participant or the Company hereunder or preclude the Participant or the Company from asserting such fact or circumstance in enforcing the Participant's or the Company's rights hereunder. For the avoidance of any doubt, for any Cause termination, the Company is not obligated to give any advance notice of the Participant's Date of Termination.

12. *Full Settlement; Resolution of Disputes and Costs*.

(n) In no event will the Participant be obligated to seek other employment or take other action by way of mitigation of the amounts payable to the Participant under any of the provisions of this Plan and such amounts shall not be reduced whether or not the Participant obtains other employment.

(o) The parties will use good faith efforts to resolve any controversy, dispute or claim arising out of, or relating to this Plan or the breach thereof. If, despite their good faith efforts, the parties are unable to resolve such controversy, dispute or claim through their own efforts, the parties shall attempt to resolve such disputes through mediation, except that this requirement will not apply to any controversy, claim or dispute under or relating to Section 8 of this Plan. If such mediation is unsuccessful, or if a claim relates to Section 8 of this Plan or relates to Section 18 of this Plan (but provided only if the Participant has fully and timely exhausted the administrative process set out in Section 18 of this Plan), such controversy, dispute or claim shall be settled exclusively by arbitration in Texas by one neutral arbitrator (selected by mutual agreement of the parties) in accordance with JAMS Employment Arbitration Rules and Procedures ("JAMS Rules") and subject to the Federal Arbitration Act, 9 U.S.C. Section 1, et. seq. A copy of the JAMS Rules may be found at http://www.jamsadr.com/rules-employment-arbitration/ or by searching the internet for "JAMS Employment Arbitration Rules". Judgment may be entered on the arbitrator's award in any court having jurisdiction. Notwithstanding anything in this Plan to the contrary, any arbitrator who adjudicates any dispute, controversy or claim arising between a Participant and the Company, or any of their delegates or successors, in respect of any determination by the Company, or any of its delegates or successors, regarding a Participant's Qualifying Termination that occurs after a Change in Control, will apply a de novo standard of review to any determinations made by such delegate or successor of the Company. Such de novo standard shall apply notwithstanding the grant of full discretion hereunder to any such delegate or successor of the Company or characterization of any such decision by such delegate or successor of the Company as final, binding or conclusive on any party.

13. *Employment with Subsidiaries*. Employment with the Company for purposes of this Plan shall include employment with any Subsidiary.

14. *Survival*. The respective obligations and benefits afforded to the Company and the Participant as provided in Sections 3 (to the extent that payments or benefits are owed as a result of a termination of employment that occurs during the term of this Plan), 4, 5, 6 and 8 shall survive the termination of this Plan.

15. *GOVERNING LAW; VALIDITY*. EXCEPT TO THE EXTENT THIS PLAN IS SUBJECT TO ERISA, THE INTERPRETATION, CONSTRUCTION AND PERFORMANCE OF THIS PLAN SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE PRINCIPLE OF CONFLICTS OF LAWS, AND APPLICABLE FEDERAL LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THIS PLAN SHALL NOT AFFECT

THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION OF THIS PLAN, WHICH OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT. FOR THE AVOIDANCE OF DOUBT, ANY ARBITRATOR SELECTED IN ACCORDANCE WITH SECTION 12 OF THIS PLAN SHALL BE BOUND BY AND APPLY DELAWARE'S STATUTE OF LIMITATIONS IN RESOLVING ANY CONTROVERSY, DISPUTE OR CLAIM ARISING UNDER THIS PLAN.

16. *Amendment and Termination*. The Committee may amend or terminate the Plan at any time without the consent of the Participants; provided, however, that Participants must be given at least six (6) months' notice of amendments that are adverse to the interests of the Participants, including the termination of a Participant's participation in the Plan, and provided, further, that any termination or amendments to the Plan that are adverse to the interests of any Participant and made in anticipation of a Change in Control will give a Participant the right to enforce his or her rights pursuant to this Section. Notwithstanding the foregoing, during the period commencing on a Change in Control and ending on the second anniversary of the Change in Control, no Participant's participation hereunder may be terminated and the Plan may not be terminated or amended in any manner which is materially adverse to the interests of any Participant without the prior written consent of such Participant. Further notwithstanding the foregoing provisions in this Section 16, a Participant's participation in the plan shall immediately cease, irrespective of timing, if the Participant voluntarily resigns from the Company or if the Participant voluntarily retires from the Company.

17. *Interpretation and Administration*. The Plan shall be administered by the Committee (or any successor committee); provided that the Board may act in lieu of the Committee. The Committee (or any successor committee) will have the authority (i) to exercise all of the powers granted to it under the Plan, (ii) to construe, interpret and implement the Plan, (iii) to prescribe, amend and rescind rules and regulations relating to the Plan, (iv) to make all determinations necessary or advisable in administration of the Plan, (v) to correct any defect, supply any omission and reconcile any inconsistency in the Plan, and (vi) to delegate its responsibilities and authority hereunder to a subcommittee of the Committee or an individual executive or collection of executives of the Company. Actions of the Board or the Committee (or any successor committee) shall be taken by a majority vote of its members.

18. *Claims and Appeals*. Participants may submit claims for benefits by giving notice to the Company pursuant to Section 11 of this Plan. If a Participant believes that he or she has not received coverage or benefits to which he or she is entitled under the Plan, the Participant may notify the General Counsel of the Company (or the Chief Administrative Officer of the Company where the Participant submitting the claim is the General Counsel) in writing of a claim for coverage or benefits. If the claim for coverage or benefits is denied in whole or in part, the General Counsel (or the Chief Administrative Officer, as applicable) shall notify the applicant in writing of such denial within thirty (30) days (which may be extended to sixty (60) days under special circumstances), with such notice setting forth: (i) the specific reasons for the denial; (ii) the Plan provisions upon which the denial is based; (iii) any additional material or information necessary for the applicant to perfect his or her claim; and (iv) the procedures for requesting a review of the denial. Upon a denial of a claim by the General Counsel (or the Chief Administrative Officer, as applicable), the Participant may: (i) request a review of the denial by the Committee or, where review authority has been so delegated, by such other person or entity as may be designated by the Committee for this purpose; (ii) review any Plan documents relevant to his or her claim; and (iii) submit issues and comments to the Committee or its delegate that are relevant to the review. Any request for review must be made in writing and received by the Committee or its delegate within sixty (60) days of the date the applicant received notice of the initial denial, unless special circumstances require an extension of time for processing. The Committee or its delegate will make a written ruling on the applicant's request for review setting forth the reasons for the decision and the Plan provisions upon which the denial, if appropriate, is based. This written ruling shall be made within thirty (30) days of the date the Committee or its delegate receives the applicant's request for review unless special circumstances require an extension of time for processing, in which case a decision will be rendered as soon as possible, but not later than sixty (60) days after receipt of the request for review. All extensions of time permitted by this Section 18 will be permitted at the sole discretion of the Committee or its delegate. If the Committee does not provide the Participant with written notice of the denial of his or her appeal within sixty (60) days after receipt of the request for review by the Committee or its delegate, the Participant's claim shall be deemed denied. Any arbitration relating to a benefit determination under Section 18 of this Plan must be initiated no later than 18 months after the date the claimant first receives notice of the Committee's or its delegate's benefit determination.

19. *Type of Plan*. This Plan is intended to be, and shall be interpreted as an unfunded employee welfare plan under Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") and Section 2520.104-24 of the Department of Labor Regulations, maintained primarily for the purpose of providing employee welfare benefits, to the extent that it provides welfare

benefits, and under Sections 201, 301 and 401 of ERISA, as a plan that is unfunded and maintained primarily for the purpose of providing deferred compensation, to the extent that it provides such compensation, in each case for a select group of management or highly compensated employees (i.e., a “top hat” plan).

20. *Non-Assignability*. Benefits under the Plan may not be assigned by the Participant. The terms and conditions of the Plan shall be binding on the successors and assigns of the Company.

21. *Section 409A*.

(p) To the extent a Participant would otherwise be entitled to any payment or benefit that under this Plan, or any plan or arrangement of the Company or its affiliates, constitutes “deferred compensation” subject to Section 409A and that if paid or provided during the six (6) months beginning on the Date of Termination of a Participant’s employment would be subject to the Section 409A additional tax because the Participant is a “specified employee” (within the meaning of Section 409A and as determined by the Company) the payment or benefit will be paid or provided (or will commence being paid or provided, as applicable) to the Participant on the earlier of the first day of the seventh (7th) month following the Participant’s Date of Termination or the Participant’s death. In addition, any payment or benefit due upon a termination of the Participant’s employment that represents a “deferral of compensation” within the meaning of Section 409A shall be paid or provided to the Participant only upon a “separation from service” as defined in Treasury Regulation Section 1.409A-1(h). Each severance payment made under this Plan shall be deemed to be a separate payment, and amounts payable under Section 3 of this Plan shall be deemed not to be a “deferral of compensation” subject to Section 409A to the extent provided in the exceptions in Treasury Regulation Sections 1.409A-1(b)(4) (“short-term deferrals”) and (b)(9) (“separation pay plans,” including the exception under subparagraph (iii)) and other applicable provisions of Treasury Regulation Section 1.409A-1 through A-6.

(q) Notwithstanding anything to the contrary in this Plan or elsewhere, in the event that a Participant waives the provisions of another severance or change in control agreement or arrangement to participate in this Plan and such participation in this Plan is later determined to be a “substitution” (within the meaning of Section 409A) for the benefits under such agreement or arrangement, then any payment or benefit under this Plan that such Participant becomes entitled to receive during the remainder of the waived term of such agreement or arrangement shall be payable in accordance with the time and form of payment provisions of such agreement or arrangement.

22. *Certain Reductions; Recoupment*. Notwithstanding anything in this Plan to the contrary, in no event shall any payment or benefit under this Plan be paid, provided or accrued, if any such payment, provision or accrual would be in violation of applicable law, rule or regulation (“**Applicable Law**”). In addition, to the extent that any provision of Applicable Law or any recoupment policy or practice of the Company as in effect from time to time requires any payments or benefits paid (or provided or to be paid or provided) to a Participant to be forfeited or recouped from the Participant, each such payment or benefit shall be subject to forfeiture or recoupment, as applicable, and such Participant’s right to receive or retain each such payment or benefit shall terminate.

23. *Effective Date*. The Plan shall be effective as of May 2, 2018.

24. *Definitions*. As used in this Plan, the following terms shall have the respective meanings set forth below:

(r) “**Annual Incentive Award**” means the annual cash incentive bonus awarded to a Participant by the Company (or its affiliates) from time to time.

(s) “**Base Salary**” means the Participant’s annual rate of base salary as in effect on the Participant’s Date of Termination (or, if greater, the highest annual rate of base salary during the twelve-month period immediately prior to the Participant’s Date of Termination).

(t) “**Board**” means the Board of Directors of the Company and, after a Change in Control, the “board of directors” of the surviving corporation.

(u) “**Cause**” means the Company’s termination of the Participant’s employment with the Company following the occurrence of any one or more of the following:

(i) The Participant is convicted of, or pleads guilty or *nolo contendere* to, a felony;

(ii) The Participant willfully and continually fails to substantially perform the Participant's duties with the Company (other than any such failure resulting from the Participant's incapacity due to physical or mental illness) after a written demand for substantial performance is delivered to the Participant by the Chief Executive Officer (or, in the case of the Chief Executive Officer, by the Board) which specifically identifies the manner in which the Board or the Chief Executive Officer, as applicable, believes that the Participant has not substantially performed his or her duties;

(iii) The Participant willfully engages in conduct that is materially injurious to the Company or its affiliates, monetarily or otherwise;

(iv) The Participant commits an act of gross misconduct in connection with the performance of the Participant's duties to the Company;

(v) The Participant's willful violation of any material Company policy; or

(vi) The Participant materially breaches any employment, confidentiality, restrictive covenant or other similar agreement between the Company and the Participant.

(v) "**Change in Control**" means the occurrence of any one of the following events:

(i) during any period of not more than 24 months, individuals who constitute the Board as of the beginning of the period (the "**Incumbent Directors**") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the beginning of such period, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) will be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or publicly threatened election contest with respect to directors or as a result of any other actual or publicly threatened solicitation of proxies by or on behalf of any person other than the Board will be deemed to be an Incumbent Director;

(ii) any "person" (as such term is defined in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act), is or becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 35% or more of the combined voting power of the Company's then-outstanding securities eligible to vote for the election of the Board ("**Company Voting Securities**"); provided, however, that the event described in this paragraph (b) will not be deemed to be a Change in Control by virtue of the ownership, or acquisition, of Company Voting Securities: (A) by the Company, (B) by any employee benefit plan (or related trust) sponsored or maintained by the Company, (C) by any underwriter temporarily holding securities pursuant to an offering of such securities or (D) pursuant to a Non-Qualifying Transaction (as defined in paragraph (c) of this definition);

(iii) the consummation of a merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Company that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "**Business Combination**"), unless immediately following such Business Combination: (A) 50% or more of the total voting power of (x) the entity resulting from such Business Combination (the "**Surviving Entity**"), or (y) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of at least 95% of the voting power, is represented by Company Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which such Company Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company Voting Securities among the holders thereof immediately prior to the Business Combination, (B) no person (other than any employee benefit plan (or related trust) sponsored or maintained by the Surviving Entity or the parent), is or becomes the beneficial owner, directly or indirectly, of 35% or more of the total voting power of the outstanding voting securities eligible to elect directors of the parent (or, if there is no parent, the Surviving Entity) and (C) at least a majority of the members of the board of directors of the parent (or, if there is no parent, the Surviving Entity) following the consummation of the Business Combination were Incumbent Directors at the time of the Board's approval of the execution of the initial agreement providing for such Business Combination (any Business Combination which satisfies all of the criteria specified in (A), (B) and (C) of this paragraph (c) will be deemed to be a "**Non-Qualifying Transaction**"); or

(iv) the consummation of a sale of 50% or more of the Company's assets (other than to an affiliate of the Company); or

(v) the Company's stockholders approve a plan of complete liquidation or dissolution of the Company.

Notwithstanding the foregoing, a Change in Control will not be deemed to occur solely because any person acquires beneficial ownership of more than 30% of the Company Voting Securities as a result of the acquisition of Company Voting Securities by the Company which reduces the number of Company Voting Securities outstanding; provided that if after such acquisition by the Company such person becomes the beneficial owner of additional Company Voting Securities that increases the percentage of outstanding Company Voting Securities beneficially owned by such person, a Change in Control will then occur.

(w) "**Code**" means the Internal Revenue Code of 1986, as amended.

(x) "**Company**" means Jacobs Solutions Inc.

(y) "**Date of Termination**" means (i) the effective date on which the Participant's employment by the Company terminates as specified in a prior written notice by the Company or the Participant, as the case may be, to the other, delivered pursuant to Section 11 or (ii) if the Participant's employment by the Company terminates by reason of death, the date of death of the Participant.

(z) "**Disability**" means termination of the Participant's employment by the Company due to the Participant's long term disability under the terms of the long term disability plan of the Company, in effect on the day in question, whether or not the Participant is covered by such plan.

(aa) "**Good Reason**" means, with respect to any Participant, the occurrence of any of the following events without the Participant's written consent:

(i) a material reduction and adverse change in the position, duties or responsibilities of the Participant from those in effect immediately prior to such change;

(ii) a reduction by the Company in the Participant's rate of annual base salary or material reduction in annual target bonus opportunity, as in effect on the Effective Date or as the same may be increased from time to time thereafter (other than a reduction of less than 10% that is applicable to all employees generally);

(iii) a relocation of the Participant's primary work location to a distance of more than fifty (50) miles from its location as of immediately prior to such change; or

(iv) a material breach by the Company (or a successor) of this Plan or any employment agreement between the Company and the Participant.

provided, however, that such event will not constitute Good Reason under this Plan unless (1) the Participant provides notice to the Company within thirty (30) days following the initial existence of an event constituting Good Reason, (2) the Company does not remedy such event (if remediation is possible) within thirty (30) days following the Company's receipt of notice of such event, and (3) the Participant separates from service with the Company within ninety (90) days following the initial existence of such an event constituting Good Reason.

(ab) "**Qualifying Termination**" means a termination of the Participant's employment with the Company (i) by the Company other than for Cause or (ii) during the two (2) year period following a Change in Control, by the Participant for Good Reason. Termination of the Participant's employment on account of death, Disability, by the Company for Cause, by the Participant other than for Good Reason or by the Participant for Good Reason outside of the two (2) year period following a Change in Control shall not be treated as a Qualifying Termination. Notwithstanding the preceding sentence, the death of the Participant after notice of termination other than for Cause in accordance with subsection (i) of the first sentence herein, or after notice of termination for Good Reason in accordance with subsection (ii) of the first sentence herein, has been validly provided shall be deemed to be a Qualifying Termination.

(ac) "**Subsidiary**" means any corporation or other entity in which the Company has a direct or indirect ownership interest of 50% or more of the total combined voting power of the then outstanding securities or interests of such corporation or other entity entitled to vote generally in the election of directors (or members of any similar governing body) or in which the Company has the right to receive 50% or more of the distribution of profits or 50% of the assets or liquidation or dissolution.

(ad) "**Section 409A**" means Section 409A of the Internal Revenue Code of 1986, as amended, and the final Treasury Regulations issued thereunder.

(ae) "**Severance Multiple**" means, for each Participant, the multiple set forth in the applicable table on Exhibit A hereto corresponding to such Participant's participation level as determined by the Committee and communicated to the Participant by the Company.

(af) "**Target Annual Incentive Award**" means a Participant's target Annual Incentive Award for the fiscal year in which the Participant's Date of Termination occurs (or, if greater, the Participant's target Annual Incentive Award immediately preceding the Change in Control); provided, however, that in the event no target Annual Incentive Award has been established for the Participant for either the fiscal year of termination or the period immediately preceding the Change in Control, "Target Annual Incentive Award" shall mean the average Annual Incentive Award paid to the Participant for the three most recently completed fiscal years before the year of termination.

EXHIBIT A

SEVERANCE MULTIPLES

Table 1 – Two Year Period Post-Change in Control Qualifying Termination

Participation Level	Severance Multiple	
	Base Salary	**Annual Incentive**
Chief Executive Officer and Executive Chair Level	2	2
Executive Level (non-CEO/non-Executive Chair)	1	1

Table 2 - Non-Change in Control Qualifying Termination

Participation Level	Severance Multiple
	Base Salary plus Target Annual Incentive Award
Chief Executive Officer and Executive Chair Level	1.5
Executive Level (non-CEO/non-Executive Chair)	1

JACOBS ENGINEERING GROUP INC.

LEADERSHIP PERFORMANCE PLAN

(As Amended and Restated - effective August 29, 2022)

Summary of the Program

The purpose of the Jacobs Engineering Group Inc. Leadership Performance Plan (the "**Plan**") is to promote the success of Jacobs Solutions, Inc. ("**JSI**"), Jacobs Engineering Group Inc. ("**Jacobs**") and their subsidiaries (collectively referred to as the "**Company**") by attracting and retaining highly qualified people who perform to the best of their abilities to achieve Company objectives and profitability.

Eligibility and Participation

Employees participating in the Plan (each, a "**Participant**") will be (1) those senior executives who are selected by the Human Resource and Compensation Committee of the Board of Directors of JSI (the "**Committee**"), in its sole and absolute discretion and designated as Participants, which shall include the Chief Executive Officer of JSI (the "**CEO**"), and (2) those key managers (management level personnel who do not normally receive overtime compensation) selected by the Committee, the CEO and the following JSI officers: the President, the Executive Vice President, Chief Financial Officer, or the highest ranking Human Resources officer, or their functional equivalents (collectively, the "**Approving Group**") in their sole and absolute discretion and designated as Participants.

Incentive Formula

The Committee will determine the incentive formula for annual cash incentive awards ("**Awards**") granted to Participants under the Plan in its sole and absolute discretion based on one or more performance criteria. The incentive formula and additional terms and conditions applicable to an Award will be set forth in documentation that (a) is not inconsistent with the terms and conditions of this Plan, (b) references this Plan and (c) is approved by the Committee. The incentive formula with respect to an Award is subject to change at any time during the fiscal year. The incentive formula need not be the same as to all Participants and the amount of a Participant's target Award may be based on that Participant's salary. If a Participant moves from one level of designated participation to another during the fiscal year, the different weighting factors and incentive formula, if any, will be applied to the Participant's base salary as of July 1st of the fiscal year at each level and prorated accordingly.

Approvals

Participation of each Section 16 executive officer of JSI shall be approved by the Committee and participation of all other Participants shall be approved by one or more members of the Approving Group.

Payment of Awards

An Award shall be paid at such time or times as determined by the Committee in the Committee's sole and absolute discretion. The Committee may reduce or increase any Award up to the date of payment. The Company shall withhold from all payments made to a Participant hereunder all taxes which, by applicable federal, state, local or other law, the Company is required to withhold therefrom.

All Awards shall be paid in full within 90 days of the close of the applicable fiscal year, except Awards deferred pursuant to the terms of a Company sponsored plan for which a Participant is eligible, which shall be paid pursuant to the terms of such plan.

If an individual becomes a Participant in the Plan after the beginning of a fiscal year, his or her Award will be prorated accordingly. Except as set forth in the next sentence, to receive payment of an Award, a Participant must be employed with the Company on the date each Award is paid. If a Participant's employment terminates for any reason before the payment date, all unpaid Awards are automatically forfeited unless (i) the determination is made to pay a pro-rated Award in the sole and absolute discretion of the Committee; (ii) a Participant "retires" during the fiscal year, in which case the Participant will be eligible for a prorated payment based upon year-end results, which prorated payment shall be made at the same time as other Participants are paid; or (iii) a Participant dies or becomes disabled (as determined by the Committee) (x) during the fiscal year, in which case, the Participant (or his/her "beneficiary" in the case of death) will be eligible to receive payment equal to the Participant's target Award, prorated for the number of days worked during the fiscal year or (y) after the end of the fiscal year but prior to the payment date, in which case the Participant (or his/her "beneficiary" in the case of death) will be eligible to receive payment based on year-end results, which payment shall be made at the same time as other Participants are paid. "Retires" means a Participant's voluntary resignation from employment (i) at age 65 or older or (ii) at age 60 or older with 10 or more years of service with the Company. "Beneficiary" means a Participant's designated beneficiary for company-paid life insurance, or the Participant's estate if none.

Modifications and Administration

This Plan shall be administered by the Committee which shall consist of at least two independent directors of JSI. The Committee shall have the sole and absolute discretion and authority to: (i) administer and interpret the Plan in accordance with all applicable laws as may be appropriate; (ii) prescribe the terms and conditions of any Awards granted under the Plan; (iii) adopt rules and guidelines for the administration of the Plan that are consistent with the Plan; and (iv) interpret, amend or revoke any such rules and guidelines. The Committee may terminate the Plan at any time, for any and no reason, and may also amend the Plan in order to reduce or increase the amount of any Award payments at any time, for any or no reason. The decisions and interpretations of the Committee and its delegates shall in every case be final and binding on all persons having an interest in the Plan and shall be afforded the maximum deference permitted by applicable law, shall be reviewed under an "abuse of discretion" standard of review, and shall be upheld as long as reasonable. The Committee may designate the Secretary of JSI or any other Company employee to assist the Committee in the administration of the Plan, and may grant authority to such persons to execute Award Agreements or other documents entered into under the Plan on behalf of the Committee or the Company. The Committee hereby delegates all of its discretion and authority under the Plan as to all Participants (other than Participants who are Section 16 officers of the Company) to each other member of the Approving Group, each of whom shall have all of the rights of the Committee as to such Participants; provided, however, that the Committee may act in lieu of such delegates.

Claw-back

Awards under this Plan will be subject to any clawback or recapture policy that the Company may adopt from time to time to the extent provided in such policy and, in accordance with such policy, may be subject to the requirement that the Awards be repaid to the Company after they have been distributed to the Participant.

Section 409A of the Code

It is intended that this Plan and any Awards granted hereunder shall be exempt from the definition of "non-qualified deferred compensation" within the meaning Section 409A of the Code (together with any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury of the Internal Revenue Service, collectively, "**Section 409A**"), and the Plan shall be interpreted accordingly. Any provision that would cause any award granted hereunder to incur additional taxes under Section 409A shall have no force or effect unless and until amended to comply with Section 409A, which amendment may be retroactive to the extent permitted by Section 409A.

No Right to Employment, Reelection or Continued Service

Nothing in this Plan or an Award granted hereunder shall interfere with or limit in any way the right of the Company to terminate any Participant's employment, service on the Board of Directors or other service for the Company at any time for any reason, or no reason, nor shall this Plan or an Award granted hereunder confer upon any Participant any right to continue his or her employment or service for any specified period of time. Neither this Plan nor any Award hereunder shall constitute an employment contract between a Participant and the Company.

Unfunded Plan

The Plan is an unfunded plan. Participants are and shall at all times be general creditors of the Company with respect to any Awards granted under the Plan, if any.

LIST OF SUBSIDIARIES OF
JACOBS SOLUTIONS INC.

The following table sets forth all subsidiaries of the Company but may not include those subsidiaries that, when considered in the aggregate, would not constitute a significant subsidiary.

Jacobs Engineering Group Inc., a corporation of Delaware…………………………………..	100.00%
Jacobs Government Services Company, a corporation of California	100.00%
Jacobs Engineering Inc., a corporation of Delaware	100.00%
Jacobs Group Australia Investments Pty Ltd., a corporation of Australia……………..	100.00%
Jacobs Australia Holdings Company Pty Ltd., a corporation of Australia	100.00%
Sinclair Knight Merz Management Pty Ltd., a corporation of Australia	100.00%
Jacobs Group Australia Holding Ltd., a corporation of Australia	100.00%
Jacobs Group (Australia) Pty Ltd., a corporation of Australia	100.00%
Aquenta Consulting Pty Ltd., a corporation of Australia………………..	100.00%
Jacobs E&C Australia Pty Ltd., a corporation of Australia	100.00%
Jacobs Project Management Australia Pty Ltd., a corporation of Australia	100.00%
Jacobs Architecture (Australia) Pty Ltd., a corporation of Australia	100.00%
Jacobs (Thailand) Co., Ltd., a corporation of Thailand	49.00%
Jacobs Projects (Philippines) Inc., a corporation of the Philippines	100.00%
Sinclair Knight Merz Consulting (India) Private Ltd., a corporation of India	100.00%
Sinclair Knight Merz (Ireland) Ltd., a corporation of the Republic of Ireland..	100.00%
Sinclair Knight Merz (Kenya) Limited, a corporation of Kenya………..	100.00%
Jacobs New Zealand Limited, a corporation of New Zealand	100.00%
PT Jacobs Group Indonesia, a corporation of Indonesia	99.50%
Sinclair Knight Merz International Holdings LLC, a limited liability company of Delaware…………………………………………………………………	100.00%
Jacobs Engineering Group Malaysia Sdn Bhd, a corporation of Malaysia…	100.00%
Perunding Mahir Bersatu Sdn Bhd, a corporation of Malaysia… ..	100.00%
Jacobs Engineering Services Sdn Bhd, a corporation of Malaysia…	100.00%
Jacobs Consulting Services Sdn Bhd, a corporation of Malaysia…	100.00%
Sinclair Knight Merz (Hong Kong) Limited, a corporation of Hong Kong ….	100.00%
Sinclair Knight Merz International (Hong Kong) Ltd, a corporation of Hong Kong	100.00%
CODE International Assurance Ltd., a corporation of Nevada	100.00%
CODE II International Assurance Ltd., a corporation of Vermont………………………..	100.00%
Jacobs Engineering España, S.L.U., a corporation of Spain	100.00%
Jacobs Merrion Finance Unlimited Company, a corporation of Ireland………	100.00%
Jacobs Europe Holdco Limited, a corporation of England and Wales	100.00%
Jacobs UK Holdings Limited, a corporation of England and Wales	100.00%
Jacobs Switzerland GmbH, a corporation of Switzerland	100.00%
Jacobs U.K. Limited, a corporation of England and Wales	100.00%
Energy, Safety and Risk Consultants (UK) Limited, a corporation of England and Wales…………………………………………………..	100.00%
Jacobs Clean Energy International Limited, a corporation of England and Wales…………………………………………………	100.00%
Jacobs Clean Energy Limited, a corporation of England and Wales………………………………………………………………	100.00%

Jacobs E&C Limited, a corporation of England and Wales………	100.00%
Jacobs Field Services Limited, a corporation of England and Wales	100.00%
L.E.S Construction Ltd., a corporation of England and Wales	100.00%
Jacobs Solutions India Private Ltd., a corporation of India	100.00%
Jacobs Stobbarts Ltd, a corporation of England and Wales	100.00%
Jacobs Engineering U.K. Ltd., a corporation of England and Wales……….	100.00%
Gibb Holdings Ltd., a corporation of England and Wales	100.00%
Jacobs One Limited, a corporation of Scotland	100.00%
Jacobs European Holdings Limited, a corporation of England and Wales	100.00%
Jacobs China Limited, a Hong Kong corporation	100.00%
BEAR Scotland Limited, a corporation of Scotland	25.00%
Growing Concern Scotland Limited, a corporation of England and Wales…………………………………………	100.00%
Ringway Jacobs Limited, a corporation of England and Wales	50.00%
LeighFisher U.K. Limited, a corporation of England and Wales	100.00%
JacobsGIBB Limited, a corporation of England and Wales	100.00%
Jacobs Engineering Ireland Limited, a corporation of the Republic of Ireland	100.00%
Jacobs Italia, SpA, a corporation of Italy	100.00%
Jacobs International Limited, a corporation of the Republic of Ireland	100.00%
Jacobs Nucléaire SAS, a corporation of France	100.00%
Jacobs Brazil Limited Inc. a corporation of Texas	100.00%
JEG Acquisition Company Limited, a corporation of England and Wales	100.00%
Defence Contractor Management and Operations Limited, a corporation of England and Wales	24.50%
Jacobs Puerto Rico Inc., a corporation of Puerto Rico	100.00%
Jacobs Holdings Singapore Pte. Limited, a corporation of Singapore	100.00%
Jacobs International Consultants Pte. Ltd. a corporation of Singapore…………….	100.00%
Jacobs Consultancy Canada Inc., a corporation of Canada	100.00%
Jacobs Advisers Inc., a corporation of California	100.00%
Jacobs Civil Consultants Inc., a corporation of New York	100.00%
Jacobs Technology Inc., a corporation of Tennessee	100.00%
Blacklynx Inc., a corporation of Delaware…………………………………………………	100.00%
Buffalo Group LLC, a limited liability company of Delaware……………………………....	100.00%
Federal Network Systems LLC, a limited liability company of Delaware	100.00%
Jacobs Australia Pty limited, a corporation of Australia	100.00%
Jacobs Telecommunications, Inc., a corporation of New Jersey………………………..	100.00%
The KeyW Holding Corporation, a corporation of Maryland	100.00%
The KeyW Corporation, a corporation of Maryland……………………………………	100.00%
Automotive Testing Operations, LLC, a limited liability company of Delaware	100.00%
Hanford Progress EcoPartners, LLC, a limited liability company of Delaware………..	35.00%
Jacobs Engineering New York Inc., a corporation of New York	100.00%
Iffland Kavanagh Waterbury, P.L.L.C., a limited liability company of New York	100.00%
Jacobs Project Management Co., a corporation Delaware	100.00%
JE Associates, Inc., a corporation of Missouri	100.00%
Jacobs Engineering Company, a corporation of California	100.00%
Bechtel Jacobs Company LLC, a limited liability company of Delaware	40.00%

Exhibit 21

LeighFisher Inc., a corporation of Delaware	100.00%
LeighFisher Canada Inc., a corporation of Canada	100.00%
LeighFisher Holdings Ltd. a corporation of England and Wales	100.00%
LeighFisher Ltd., a corporation of England and Wales	100.00%
LeighFisher India Private Ltd., a corporation of India	100.00%
KlingStubbins Inc., a corporation of Delaware	100.00%
Sverdrup Asia Limited, a corporation of India	100.00%
Jacobs Engineering and Construction (Thailand) Limited, a corporation of Thailand…….	99.98%
Mission Support & Test Services, LLC, a limited liability company of Delaware…………….	37.00%
Streetlight Data, Inc., a corporation of Delaware………………………………………………..	100.00%
CH2M HILL Companies, Ltd., a corporation of Delaware	100.00%
CH2M HILL, Inc., a corporation of Florida	100.00%
CH2M HILL New York, Inc., a corporation of New York……………………….	100.00%
Halcrow, Inc., a corporation of Delaware….……………………………………	100.00%
CH2M HILL Constructors, Inc., a corporation of Delaware…………………………………	100.00%
CH2M Facility Support Services, LLC, a limited liability company of Delaware…	100.00%
CH2M HILL Plateau Remediation Company, a corporation of Washington……	100.00%
CH2M HILL International, Ltd., a corporation of Delaware	100.00%
CH2M HILL International Engineering, Inc., a corporation of Delaware……..	100.00%
CH2M HILL One Limited, a corporation of the United Kingdom..……………	100.00%
CH2M HILL Holdings Limited, a corporation of the United Kingdom..………	100.00%
CH2M HILL Europe Limited, a corporation of the United Kingdom…..…....	100.00%
Halcrow Holdings Limited, a corporation of the United Kingdom…….	100.00%
Halcrow Consulting Limited, a corporation of the United Kingdom………………………………………………………	100.00%
Halcrow Group Limited, a corporation of the United Kingdom………………………………………………..	100.00%
Halcrow International Limited, a corporation of the United Kingdom………………………………………………………….	100.00%
CHNG B.V., a corporation of the Netherlands……………………………..…	100.00%
CH2M HILL Netherlands Holding B.V., a corporation of the Netherlands……………………………………………………………..	100.00%
CH2M HILL Canada Limited, a corporation of Canada…………..	100.00%
CH2M HILL International B.V., a corporation of the Netherlands..	100.00%
CH2M HILL Singapore Pte. Ltd., a corporation of Singapore…………..	100.00%
CH2M HILL International Services, Inc., a corporation of Oregon…………………….	100.00%
Operations Management International, Inc., a corporation of California…………...…	100.00%
CH2M HILL Global, Inc., a corporation of Delaware	100.00%
CH2M HILL Engineers, Inc., a corporation of Delaware	100.00%
CH2M HILL Puerto Rico, Inc., a corporation of Delaware……………….	100.00%
CH2M HILL Constructors International, Inc., a corporation of Delaware……………….	100.00%
PA Holdings Limited, a corporation of the United Kingdom…………………………………….	65.00%

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

a. Registration Statement (Form S-8 No. 333-264663) pertaining to Jacobs Solutions Inc. (StreetLight) 2011 Stock Plan, as amended and restated,
b. Registration Statement (Form S-8 Nos. 333-195708, 333-187677, 333-107344, 333-123448, 333-157014, and 333-38974) pertaining to the Jacobs Solutions Inc. 1999 Stock Incentive Plan, as amended and restated,
c. Registration Statement (Form S-8 Nos. 333-38984 and 333-209860) pertaining to the Jacobs Solutions Inc. 1999 Outside Director Stock Plan, as amended and restated,
d. Registration Statement (Form S-8 Nos. 333-157015, 333-216176, 333-01317, 333-72977 and 333-60296) pertaining to the Jacobs Solutions Inc. 1989 Employee Stock Purchase Plan, as amended and restated, and
e. Registration Statement (Form S-8 No. 333-222084) pertaining to the CH2M HILL Companies, Ltd. Amended and Restated Long-Term Incentive Plan, as amended;

of our reports dated November 21, 2022, with respect to the consolidated financial statements of Jacobs Solutions Inc. and the effectiveness of internal control over financial reporting of Jacobs Solutions Inc. included in this Annual Report (Form 10-K) for the year ended September 30, 2022, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP
Dallas, Texas
November 21, 2022

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Steven J. Demetriou, certify that:

1. I have reviewed this Annual Report on Form 10-K of Jacobs Solutions Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/Steven J. Demetriou
Steven J. Demetriou
Chief Executive Officer

November 21, 2022

CERTIFICATION OF CHIEF FINANCIAL OFFICER
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Kevin C. Berryman, certify that:

1. I have reviewed this Annual Report on Form 10-K of Jacobs Solutions Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

/s/Kevin C. Berryman
Kevin C. Berryman
Chief Financial Officer

November 21, 2022

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
Pursuant to 18 U.S.C. Section 1350
Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Jacobs Solutions Inc. (the “Company”) on Form 10-K for the year ended September 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Steven J. Demetriou, Chief Executive Officer of the Company (principal executive officer), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that: (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/Steven J. Demetriou
Steven J. Demetriou
Chief Executive Officer

November 21, 2022

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
Pursuant to 18 U.S.C. Section 1350
Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Jacobs Solutions Inc. (the “Company”) on Form 10-K for the year ended September 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Kevin C. Berryman, Chief Financial Officer of the Company (principal financial officer), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that: (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/Kevin C. Berryman
Kevin C. Berryman
President
and Chief Financial Officer

November 21, 2022

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

COUNTY OF NASSAU

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

1. Name of the Entity: Jacobs Project Management Co.

Address: 1305 Franklin Avenue Suite 245

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

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

3. Type of Business: Public Corp (specify)

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

1 File(s) uploaded: 202306013 - Response to CCVD Form Question 4.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

See attached 10k for Jacobs Solutions Inc. owner of Jacobs Engineering Group Inc., the parent company for Jacobs Project Management Co.

1 File(s) uploaded: Jacobs 2022 10(k) Report.pdf

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

See attached

1 File(s) uploaded: 20230613 - Response to CCVD Form Question 6.pdf

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

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Robert Bauco [ROBERT.BAUCO@JACOBS.COM]

Dated: 06/14/2023 01:25:13 pm

Title: Vice President

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

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

The Jacobs organization has a talent force of more than 50,000, approximately $15 billion in revenue, and over 300 global operating entities, with approximately 100 operating entities in the United States and Canada. Jacobs provides a full spectrum of services including scientific, technical, professional, construct and program management for business, industrial, commercial, government, and infrastructure sectors. Our corporate profile and public filings can be found at http://invest.jacobs.com/investors/default.aspx#corporate.

The parent and U.S. affiliates of Jacobs Project Management Co., located at One Penn Plaza 10th Floor Suite 1005, New York, NY 10019, include the following:

Federal ID #	Company Name	Address
[redacted]	Jacobs Engineering Group Inc. (JEG) (Parent Company)	[redacted]
	Jacobs Civil Consultants Inc. (JCCI)	
	Jacobs Engineering New York Inc. (JENY)	
	Jacobs Government Services Co.	
	Jacobs Field Services North America Inc.	
	Jacobs Consultancy Inc.	
	Jacobs Engineering Inc.	
	Jacobs Advisers Inc.	
	JE Professional Resources Inc.	
	Jacobs Technology Inc.	
	Jacobs Industrial Services Inc.	
	CRSS International Inc.	
	Jacobs Telecommunications Inc.	
	Edwards and Kelcey Design Services Inc.	
	Jacobs Engineering Company	
	Edwards and Kelcey Partners LLP	

Federal ID #	Company Name	Address
[redacted]	Payne & Keller Company Inc.	[redacted]
	Jordan Jones and Goulding, Inc.	
	LeighFisher Inc.	
	Integrated Pipeline Solutions, Inc.	
	Resource Spectrum Inc.	
	IKW	
	CH2M Hill Companies LTD.	
	Jacobs Solutions, Inc.	

* **On December 15, 2017, CH2M Hill LTD (CHM) through an acquisition became a wholly-owned subsidiary of Jacobs Engineering Group Inc. ("Jacobs"). Jacobs will update its certifications and make disclosures as necessary**.

The following is a list of U.S. affiliates and related entities that conduct business in New York or are parent companies of companies licensed to do business in New York.

Federal ID #	Company Name	Address
[redacted]	Jacobs Civil Consultants Inc.	[redacted]
	Jacobs Project Management Co. (JPMCo.)	
	Jacobs Engineering Group Inc. (JEG) (Parent Company)	
	Jacobs Engineering New York Inc. (JENY)	
	JE Architects/Engineers, P.C.	
	LeighFisher Inc.	

Federal ID #	Company Name	Address
[redacted]	Jacobs Telecommunications Inc.	[redacted]
	Iffland Kavanagh Waterbury, PLLC	
	CH2M Hill New York, Inc. (a Jacobs Company) *	

Jacobs Project Management Co. is submitting this proposal but we acknowledge that there are several Jacobs entities that conduct business in New York. We are aware of the requirements regarding conflicts of interest and will adhere to those requirements during the duration of the agreement if awarded the contract.

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTORS AND VENDORS DISCLOSURE FORM

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

Jacobs Project Management Company Officers and Directors

Name	Title	Address
Progada, Robert V.	Director	[redacted]
Vadlamudi, Koti	Director	[redacted]
Adkisson, Jason	Assistant Secretary	[redacted]
Allen, William "Billy" B.	Vice President	[redacted]
Bauco, Robert	Vice President	[redacted]
Bunderson, Michael	Vice President	[redacted]
Byers, Timothy	Vice President	[redacted]
Callaghan, Steve	Vice President	[redacted]
Carlin, Michael	Treasurer	[redacted]
Chang, Julie	Vice President	[redacted]
Delisle, Tina	Senior Manager Payroll	[redacted]
Fischer, Gregory	Vice President	[redacted]
Helsing, Jason	Senior Director Tax	[redacted]
Hsu, Mike	Senior Director Tax	[redacted]
Johnson, Justin	Secretary	[redacted]
Laity, Michael	Senior Director Tax	[redacted]
McCallister, Scott	Vice President	[redacted]
McLean, Jim	Vice President	[redacted]
Meinhart, Thomas	Senior Vice President	[redacted]
Misterly, Grant.	Authorized Representative	[redacted]
Noble, John.	Vice President	[redacted]

Name	Title	Address
Parham, John	Vice President	[redacted]
Refinski, Elizabeth A.	Assistant Secretary	
Regalado, Kevin	Designated Person responsible for practice of Architecture	
Scher, Brian	Assistant Secretary	
Tilley, Dana	Vice President	
Vadlamudi, Koti	President	
Watson, Katus	Vice President	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Project Management Co. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE AMER INS CO	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 69404250 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	07/01/23	07/01/24	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	07/01/23 07/01/23 07/01/23	07/01/24 07/01/24 07/01/24	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			[redacted]	07/01/23	07/01/24	PER CLAIM/PER AGG	4,000,000

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

PROJECT MGR: Colin Cunningham. CONTRACT MGR: Gus Xenakis. RE: Professional Construction Management Services 2nd Precinct Station House. CONTRACT END DATE: 01-31-2025. PROPOSAL NUMBER: PW-B50680-05CM. SECTOR: Private. Nassau County is added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THIS IS A SAMPLE CERTIFICATE ONLY*. THE ACTUAL CERTIFICATE FOR THE PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER	CANCELLATION
Nassau County DPW 1194 Prospect Avenue Westbury, NY 11590 USA	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

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/04/2023

NAME OF INSURED: Jacobs Project Management Co.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

*$2,000,000 SIR FOR STATE OF: OHIO

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

NEW YORK STATE | Workers' Compensation Board

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

1a. Legal Name & Address of Insured (use street address only) Jacobs Project Management Co. One Penn Plaza, 54th Floor, Suite 5420 New York, NY 10119 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 646-908-6550 1c. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	3a. Name of Insurance Carrier Lincoln Life & Annuity Company of New York - [redacted] 3b. Policy Number of Entity Listed in Box 1a [redacted] 3c. Policy Effective Period 1/1/2023 to 12/31/2023

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

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

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

Date Signed 12/20/2022 By Cheryl Smithson
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Statutory Contract Analyst

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed ____________ By ____________
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number ____________ Name and Title ____________

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

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

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

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Jacobs Project Management Co. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* RE: Professional Construction Management Services 2nd Precinct Station House. PROPOSAL NUMBER: PW-B50680-05CM.	1b. Business Telephone Number of Insured 213-228-8295 1c. NYS Unemployment Insurance Employer Registration Number of Insured [redacted] 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County DPW 1194 Prospect Avenue Westbury, NY 11590	3a. Name of Insurance Carrier ACE American Insurance Co. 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 08/01/2023 to 08/01/2024 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

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

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

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

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

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

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

Approved by: JoAnn Reynolds 08/04/2023
(Signature) (Date)

Title: Asst. Vice President

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

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

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: August 4, 2023

SUBJECT: 2nd Precinct Station House Construction Management Services
RFP No. PW-B50680-05CM
Recommendation of Award

The Department of Public Works intends to retain a Firm to provide Construction Management Services in connection with construction of a new +/- 25,000 sq. ft., 3 story, steel frame and masonry station house building, 7700 Jericho Turnpike, Woodbury, NY.

In the interest of expediency this RFP is being issued to a select group of seven (7) construction management firms that have been previously selected to provide "On Call" Construction Management Services to the Building Construction Group. Note that due to the Emergency it is likely that a Notice to Proceed will be issued to the selected firm(s) prior to legislative of approval of the Contract for these services.

The County received three (3) responses to the Request for Proposals (RFP), all of the proposals were eligible for review. The technical proposals were evaluated by professional staff within the Department: Douglas Tuman, Deputy Commissioner, Vincent Falkowski, Deputy Commissioner, Robert LaBaw, Architect IV, and Joseph Amerigo, Project Manager IV.

The results of the Technical Evaluation including Cost Proposals are indicated in the table below.

	Firms	Rating	Multiplier	Cost
1	Jacobs	91.5	2.1	$1,227,933.00
2	Aecom	87	2.26	$ 910,683.00
3	Elite/KSE	85.5	2.2	$1,143,257.74

The NCDPW evaluators agreed that top rated firm, Jacobs Project Management Co. has provided a reasonable cost for their services. Therefore, the review committee recommends that Jacobs Project Management Co. shall be retained to provide Construction Management services for the NCPD 2nd Precinct Station House project.

A Contract will be processed in the amount of One Million Four Hundred Seventy-Three Thousand Five Hundred and Twenty Dollars ($1,473,520.00) adding a Twenty Percent (20 %) contingency to the above referenced Cost.

S:\SAN\Support Staff\Author\Amerigo, Joseph\Jacobs PW-B50680-05CM ROA 2nd Precinct ATW Approve.ja.doc

If you approve or disapprove of the above request, please sign below, and return this memo to this office for appropriate action.

Kenneth G. Arnold
Commissioner

KGA:DT:jd
c: Douglas Tuman Deputy Commissioner
Vincent Falkowski, Deputy Commissioner
Robert LaBaw, Architect IV
Joseph Amerigo, Project Manager IV

APPROVED:

8/4/23
Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

REQUEST TO INITIATE **RTI Number** 23-0037

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ **RFQ** ☐ **RFP** ☐ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: Construction Management Services – New NCPD 2nd Precinct Station House

Department: Public Works Project Manager: Robert LaBaw Date: February 9, 2023

Service Requested: Construction Management Services

Justification: Providing Construction Management services in connection with the erection of a new steel frame & masonry NCPD Station House to replace the existing building damaged by fire. This project may be administered through a PLA. Project requirements exceed current staffing abilities and expertise.

Requested by: DPW / Buildings Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) $2,300,000.00
Circle appropriate phase

Total Project Cost: $25,000,000.00 Date Start Work: 10/2023 Duration: 16 Months

Includes, design, construction and CM Phase being requested Phase being requested

Capital Funding Approval: YES ☐ NO ☐ SIGNATURE DATE 2/10/23

Funding Allocation (Capital Project): 50680-pt2
See Attached Sheet if multiyear ☐

NIFS Entered : ______ AIM Entered: Deanna Funk 2-15-23

SIGNATURE DATE SIGNATURE DATE

Funding Code: ______ Timesheet Code: 23-0037

use this on all `encumbrances use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☑ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation ______

Department Head Approval: YES ☑ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

	Vendor	**Quote**	**Comment Sheet**	**See Attached** ☐
1.				
2.				
3.				
4.				

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Robert Labaw, Architect IV

FROM: Office of the Commissioner

DATE: February 14, 2023

SUBJECT: CSEA Sub-Contracting Approval
C23-0037 Contract Number: B50680-05CM
Construction Management Services
NCPD 2nd Precinct Station House

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C23-0037.**

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Roseann Dalleva

Roseann D'Alleva
Deputy Commissioner

RD:jd
c: Kenneth G. Arnold, Commissioner
Douglas Tuman, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo C23-0037

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, President

FROM: Department of Public Works

DATE: February 10, 2023

SUBJECT: CSEA Notification of a Proposed DPW Contract
Construction Management Services
NCPD 2nd Precinct Station House
7700 Jericho Turnpike / Woodbury, New York
Contract No: **B50680-05CM**

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
   Construction Management Services

2. The work involves the following:
   Providing Construction Management services in connection with the erection of a new +/- 25,000 sq. ft., 3 story, steel frame and masonry station house building. This project shall be administered through a PLA. Project requirements exceeds current staffing abilities and expertise.

3. An estimate of the cost is: $2,300,000.00

4. An estimate of the duration is: Sixteen (16) Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Attn.: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.

Roseann Dalleva

Roseann D'Alleva
Deputy Commissioner

RD:DT:jd
c: Jose Lopez, Director, Office of Labor Relations
Seth Blau, Deputy Director, Office of Labor Relations
Douglas Tuman, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Diane Pyne, Unit Head, Human Resources Unit
Robert LaBaw, Architect IV, Project Manager
Elizabeth Cotton, Special Assistant, Office of Labor Relations

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert Bauco, Vice President

Name and Title of Authorized Representative

Robert Bauco

Signature

m/d/yy

6/15/23

Date

Jacobs Project Management Co.

Name of Organization

1305 Franklin Avenue, Suite 245 Garden City, New York 11530

Address of Organization

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Jacobs Project Management Co.
Address (street/city/state/zip code):	1305 Franklin Avenue - Suite 245 Garden City, NY 11530
Authorized Representative (name/title):	Gus Xenakis, Vice President
Authorized Signature:	
Contract Number:	PW-B50680-05CM
Contract/Project Name:	2nd Precinct Station House
Contract/Project Description:	CM Services for Demolition and Reconstruction of 2nd Precinct Station House

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$1,227,933.37		
Total MBE Dollar Amount	$64,520.00	MBE Contract Percentage	6.5% (of labor)
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount	$64,520.00	Combined M/WBE/SDVOB Contract Percentage	6.5% *

* Our MBE sub-consultant is also SDVOB certified.

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Wayne Allen Engineering, PLLC Address: 121 West 27th Street, #601 City: New York State/Zip Code: NY, 10001 Authorized Representative: Wayne Allen Telephone No. 646.398.7870	Scheduling	Amount ($): $64,520.00 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date: