

**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, 2020**
- OR
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT  
OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 0-52423

**AECOM**

(Exact name of Registrant as specified in its charter)

**Delaware**  
State or Other Jurisdiction Of Incorporation or Organization

**61-1088522**  
I.R.S. Employer Identification Number

<b>300 South Grand Avenue, 9<sup>th</sup> Floor</b> <b>Los Angeles, California</b>	<b>90071</b>
Address of Principal Executive Offices	Zip Code

**(213) 593-8000**

Registrant's Telephone Number, Including Area Code

Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	ACM	New York Stock Exchange

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

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

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

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

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of registrant's common stock held by non-affiliates on March 27, 2020 (the last business day of the registrant's most recently completed second fiscal quarter), based upon the closing price of a share of the registrant's common stock on such date as reported on the New York Stock Exchange was approximately \$4.5 billion.

Number of shares of the registrant's common stock outstanding as of November 12, 2020: 150,763,791

**DOCUMENTS INCORPORATED BY REFERENCE**

Part III incorporates information by reference from the registrant's definitive proxy statement for the 2021 Annual Meeting of Stockholders, to be filed within 120 days of the registrant's fiscal 2020 year end.

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## PART I

### ITEM 1. BUSINESS

*In this report, we use the terms “the Company,” “we,” “us” and “our” to refer to AECOM and its consolidated subsidiaries. Unless otherwise noted, references to years are for fiscal years. Our fiscal year consists of 52 or 53 weeks, ending on the Friday closest to September 30. For clarity of presentation, we present all periods as if the year ended on September 30. We refer to the fiscal year ended September 30, 2019 as “fiscal 2019” and the fiscal year ended September 30, 2020 as “fiscal 2020.”*

#### Overview

We are a premier global infrastructure consulting firm, delivering professional services throughout the project lifecycle – from planning, architecture, design and engineering to program and construction management. We partner with our clients in the public and private sectors to solve some of their most complex infrastructure challenges on projects spanning transportation, buildings, water, governments, energy and the environment.

According to Engineering News-Record’s (ENR’s) 2020 Design Survey, we are the second largest general architectural and engineering design firm in the world, ranked by 2019 design revenue, and we are ranked as the largest environment firm in the world. In addition, we are ranked by ENR as the leading firm in a number of design end markets, including transportation, general building and certain water-related markets, as well as the number two green design firm and the number four green contractor in the world. We utilize our scale and the strength of our workforce to create innovative solutions for our clients. Increasingly, clients are turning to us to shape solutions to achieve their Environmental, Social, and Governance (ESG) objectives. With our market leading capabilities, we are uniquely well suited to address these challenges.

## A leader in key markets helping our clients deliver their ESG priorities



Environmental



Social



Governance

**ENR**  
Engineering News-Record

Source: 2020 ENR Rankings, reflecting global revenue

**#1** | Environment Firm  
Chemical Remediation

**#2** | Green Design Firm  
Water Supply  
Hazardous Waste  
Water Transmission & Aqueducts  
Wastewater Treatment  
Dams & Reservoirs

**#3** | Site Assessment  
Clean Air Compliance  
Desalination Plants  
Solar Power

**#4** | Green Contractor

Our business focuses primarily on providing fee-based planning, consulting, architectural and engineering design services and, therefore, our business is primarily driven by knowledge-based services. We primarily derive income from our ability to generate revenue and collect cash from our clients through the billing of our employees' time spent on client projects and our ability to manage our costs. AECOM Capital primarily derives its income from real estate development sales and management fees.

On January 31, 2020, we completed the sale of our Management Services (MS) business to an affiliate of American Securities LLC and Lindsay Goldberg LLC. Starting in the first quarter of fiscal 2020, our self-perform at-risk construction business met the criteria for held for sale. Collectively, the Management Services business and the self-perform at-risk construction businesses met the criteria for discontinued operation classification.

During the first quarter of fiscal 2020, we reorganized our operating and reporting structure to better align with our ongoing professional services business. The businesses that comprised the Management Services reportable segment and the civil infrastructure, power and oil and gas construction businesses in the former Construction Services (CS) reportable segment were classified as discontinued operations.

We report our continuing business through three segments, each of which is described in further detail below: Americas, International, and AECOM Capital (ACAP). Such segments are organized by the differing specialized needs of the respective clients and how we manage the business. We have aggregated various operating segments into our reportable segments based on their similar characteristics, including similar long-term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

- *Americas*: Planning, consulting, architectural and engineering design, and construction management services to commercial and government clients in the United States, Canada, and Latin America in major end markets such as transportation, water, government, facilities, environmental, and energy.
- *International*: Planning, consulting, architectural and engineering design services to commercial and government clients in Europe, the Middle East, Africa, and the Asia-Pacific regions in major end markets such as transportation, water, government, facilities, environmental, and energy.
- *AECOM Capital (ACAP)*: Investments primarily in real estate projects.

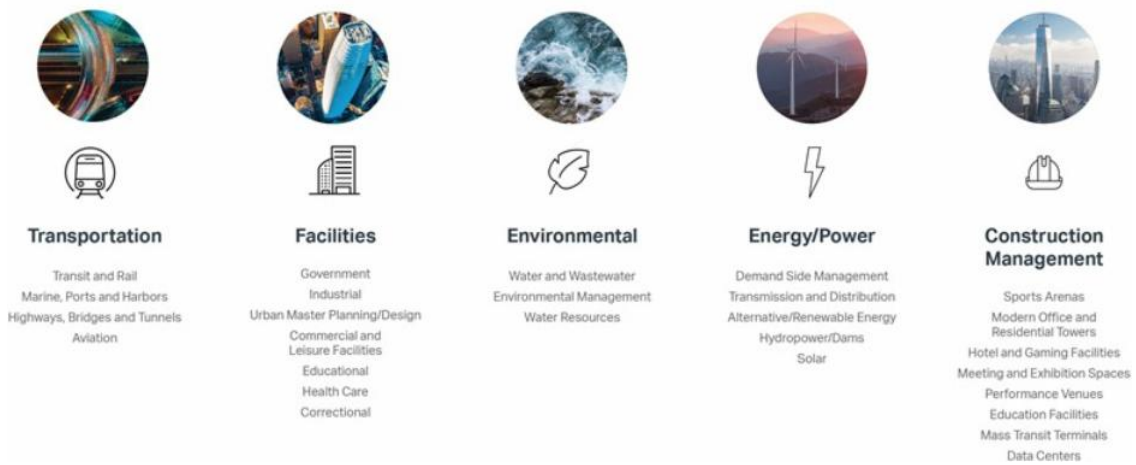
#### ***Our Americas and International Segments***

Our Americas and International segments comprise a broad array of services, generally provided on a fee-for-service basis. These services include planning, consulting, architectural and engineering design, program management and construction management for industrial, commercial, institutional and government clients worldwide. For each of these services, our technical expertise includes civil, structural, process, mechanical, geotechnical systems and electrical engineering, architectural, landscape and interior design, urban and regional planning, project economics, cost consulting and environmental, health and safety work. Our Americas segment provides services generally in the United States, Canada and Latin America. Our International segment provides similar services generally in Europe, the Middle East, Africa and Asia-Pacific regions.

With our technical and management expertise, we are able to provide our clients a broad spectrum of services. For example, within our environmental management service offerings, we provide remediation, regulatory compliance planning and management, environmental modeling, environmental and social impact assessment and environmental permitting for major capital/infrastructure projects.

Our services may be sequenced over multiple phases. For example, in the area of program management and construction management services, our work for a client may begin with a small consulting or planning contract, and may later develop into an overall management role for the project or a series of projects, which we refer to as a program. Program and construction management contracts may employ small or large project teams and, in many cases, operate as an outsourcing arrangement with our staff located at the project site.

## End Markets



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

### *Transportation.*

- *Transit and Rail.* Light rail, heavy rail (including highspeed, commuter and freight) and multimodal transit projects.
- *Marine, Ports and Harbors.* Wharf facilities and container port facilities for private and public port operators.
- *Highways, Bridges and Tunnels.* Interstate, primary and secondary urban and rural highway systems and bridge projects.
- *Aviation.* Landside terminal and airside facilities, runways and taxiways.

### *Facilities.*

- *Government.* Emergency response services for the U.S. Department of Homeland Security, including the Federal Emergency Management Agency and engineering and program management services for agencies of the Department of Defense and Department of Energy.
- *Industrial.* Industrial facilities for a variety of niche end markets such as manufacturing, distribution, aviation, aerospace, communications, media, pharmaceuticals, renewable energy, chemical, and food and beverage facilities.
- *Urban Master Planning/Design.* Strategic planning and master planning services for new cities and major mixed-use developments in locations such as India, China, Southeast Asia, the Middle East, North Africa, the United Kingdom and the United States.

- *Commercial and Leisure Facilities.* For example, corporate headquarters, high-rise office towers, historic buildings, hotels, leisure, sports and entertainment facilities and corporate campuses.
- *Educational.* For example, college and university campuses.
- *Health Care.* For example, private and public health facilities.
- *Correctional.* For example, detention and correctional facilities.

*Environmental.*

- *Water and Wastewater.* Treatment facilities as well as supply, distribution and collection systems, stormwater management, desalinization, and other water reuse technologies.
- *Environmental Management.* Remediation, waste handling, testing and monitoring of environmental conditions and environmental construction management.
- *Water Resources.* Regional-scale floodplain mapping and analysis for public agencies, along with the analysis and development of protected groundwater resources for companies in the bottled water industry.

*Energy/Power.*

- *Demand Side Management.* Public K12 schools and universities, health care facilities, and courthouses and other public buildings, as well as energy conservation systems for utilities.
- *Transmission and Distribution.* Power stations and electric transmissions and distribution and cogeneration systems.
- *Alternative/Renewable Energy.* Production facilities such as ethanol plants, wind farms and micro hydropower and geothermal subsections of regional power grids.
- *Hydropower/Dams.* Hydroelectric power stations, dams, spillways, and flood control systems.
- *Solar.* Solar photovoltaic projects and environmental permitting services.

*Construction Management* – We provide program and construction management services for large scale building facility construction projects primarily in the Americas including:

- Sports arenas;
- Modern office and residential towers;
- Hotel and gaming facilities;
- Meeting and exhibition spaces;
- Performance venues;
- Education facilities;
- Mass transit terminals; and

- Data centers.

***Our AECOM Capital Segment***

ACAP typically partners with investors and experienced developers as co-general partners. ACAP may, but is not required to, enter into contracts with our other AECOM affiliates to provide design, engineering, construction management, development and operations and maintenance services for ACAP funded projects. ACAP development activity is conducted through joint ventures or subsidiaries that may be consolidated or unconsolidated for financial reporting purposes depending on the extent and nature of our ownership interest. In addition, in connection with the investment activities of ACAP, AECOM or an affiliate may provide guarantees of certain financial obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations, and other lender required guarantees. In October 2019, AECOM-Canyon Partners, a joint venture between ACAP and Canyon Partners, LLC, a global alternative asset management firm, announced the final closing of an investment fund with just over \$500 million in total commitments. The platform focuses on investing in co-general partner equity opportunities with high quality partners, primarily targeting “build-to-core” investments in the top 25 U.S. markets across all property types.

***Thinking and Acting Globally***

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

**A comprehensive strategy to set the new standard of excellence in the professional services industry**



**Environmental, Social and Governance Matters**

We are committed to being a leader in environmental sustainability, social responsibility, and corporate governance.

We embrace sustainability by striving to make a positive, lasting impact on society and the environment. Sustainability is at the core of what we do and how we operate — focusing on the environmental, social and governance impact of our business. Through our projects and our operations, we have both a significant opportunity and a responsibility to protect, enhance and restore the world's natural and social systems.



We are committed to addressing the effects of climate change as a key priority for our sustainability program by improving resilience and working to advance ambitious greenhouse gas emissions reduction targets. Having achieved our previous emissions reduction targets ahead of schedule, we have set new science-based targets for 2025 that are in alignment with the Paris Agreement's goals to limit the worst effects of climate change: a 20% reduction in Scope 1 and 2 emissions and a 10% reduction in supply chain emissions from our 2018 baseline. Our new targets have been independently validated by the Science Based Targets initiative (SBTi) and, at the time of validation, AECOM was the first and only US-based company in the engineering and construction sector to have set SBTi targets.

In addition, we continue to invest in proprietary innovations and solutions to combat globally pervasive emerging contaminants, such as our patented DE-FLUORO™ water treatment solution to destroy per- and polyfluoroalkyl substances (PFAS) on-site.

We have established an internal Global ESG Council to coordinate and drive our ESG initiatives across AECOM worldwide, and our Board, including through its Committees, has oversight over ESG matters. Additional information regarding our ESG initiatives is located on the investor relations section of our website, at <https://investors.aecom.com/>.

### **Human Capital Management**

The foundation of our continuing success as a premier professional services enterprise is the ability to attract and retain the industry's best, diverse talent by providing a culture of equity, diversity, inclusion, development, opportunity and empowerment. This understanding informs our approach to managing our human capital resources

Our principal asset is our employees, and large percentages of our employees have technical and professional backgrounds and undergraduate and/or advanced degrees. At the end of our fiscal 2020, we employed approximately 54,000 persons, of whom approximately 22,000 were employed in the United States. Over 4,000 of our domestic employees are covered by collective bargaining agreements or by specific labor agreements, which expire upon completion of the relevant project. We believe that the quality and level of service that our professionals deliver are among the highest in our industry.

We are committed to enhancing our position as a leading employer in our industry. Our culture and reputation as a leader in the engineering and construction sector enables us to recruit and retain some of the best available talent in the countries we operate in. We believe in a culture of equity, diversity and inclusion, and we are committed to advancing safe and respectful work environments where our employees are invited to bring their talents, backgrounds and expertise to bear on some of the world's most complex problems and where every person has the opportunity to thrive personally and professionally.

We are committed to engaging our employees globally to understand regional inclusion and diversity opportunities, building leadership accountability and expanding recruitment efforts to foster a workforce reflective of our communities. To continue attracting and retaining some of the most talented employees in our industry, we ensure employees have the tools and resources they need to hone their skills, develop strong leadership behaviors and advance their careers. Our human capital objectives and initiatives are overseen by our Board as per our Corporate Governance Guidelines.

**Health and Safety.** Core to our corporate values is safeguarding our people and fostering a culture of caring that promotes the wellbeing of our employees, contractors and business partners. We safeguard our people, projects and reputation by striving for zero employee injuries and illnesses, while operating and delivering our work responsibly and sustainably. We maintain our industry's best-in-class lost workday case and recordable incident rates, and our safety performance is consistently recognized by key clients across the regions where we work as well as by recognized safety organizations.

**Equity, diversity and inclusion.** While ED&I has always been a part of our culture, we continue to advance efforts globally to integrate our principles into all aspects of our work and measure results. We are focused on four key areas: 1) Building diverse talent through our recruitment efforts, as well as offering internships (including virtual internships during the Covid-19 pandemic) and partnering with nonprofit organizations and universities, 2) Enriching communities through pro-bono work, volunteerism, philanthropy and strategic partnerships, 3) Expanding understanding and empathy among employees through community-building, training and family-friendly benefit policies, and 4) Prioritizing the social impact and benefits of ED&I into every project we pursue and the innovative solutions we deliver.

## Equity, Diversity and Inclusion



**Employee experience.** We continue to enhance our employee programs, workplace culture and digital technologies to support employees and managers in more effective and efficient ways to execute their work and meaningfully engage with clients. These efforts include employee wellness and wellbeing programs to better support employees while working remotely during the Covid-19 pandemic and beyond, expanding access and technical training programs through our online education portal, AECOM University, delivering new digital tools to boost connectivity among employees, and advancing frontline leadership programs.

**Workplace of the future.** Drawing upon the experiences of our professionals, who have remained highly productive while working remotely during the Covid-19 pandemic, we have invited their input and ideas to begin to shape the future ways of working at AECOM. In particular, through a global competition, we challenged our professionals to consider how new workspaces can support health, collaboration and camaraderie, how technology and tools can be leveraged to ensure continuing productivity and client engagement, and what they need to be well and engaged. Many of the resulting ideas are being implemented regionally and globally.

**Community responsibility.** Through strategic nonprofit partnerships, pro-bono work, skills-based volunteering and philanthropy, *Blueprint for a Better World*, our corporate responsibility platform, is focused on delivering access to safe and secure infrastructure to those who need it most, creating opportunity for the leaders of tomorrow and protecting our planet so that our company can fulfill its purpose to deliver a better world. As part of the *Blueprint* pro-bono program, our technical experts partnered with nonprofit organizations in their local communities to provide critical design, engineering and infrastructure solutions. In fiscal 2020, we continued to further our employees' passion through the *Blueprint Travel Grant* program, which included building dormitories to further Peruvian girls' education, purifying drinking water on the Zinga Islands of Uganda, strengthening engineering ecosystems in Sub-Saharan Africa, and designing and fundraising for a women and children's center in Kosovo. In addition, we sustained our commitment to our enterprise strategic nonprofit partners – Engineers Without Borders and Water for People.

## Our Clients

Our clients consist primarily of national, state, regional and local governments, public and private institutions and major corporations. The following table sets forth our total revenue attributable to these categories of clients for each of the periods indicated:

	Year Ended September 30, (\$ in millions)					
	2020		2019		2018	
U.S. Federal Government	\$ 1,027.8	8 %	\$ 1,273.7	9 %	\$ 1,141.3	8 %
U.S. State and Local Governments	2,709.7	20	2,696.6	20	3,144.2	23
Non-U.S. Governments	1,869.0	14	2,031.5	15	2,127.9	15
Subtotal Governments	5,606.5	42	6,001.8	44	6,413.4	46
Private Entities (worldwide)	7,633.5	58	7,640.7	56	7,464.9	54
Total	<u>\$ 13,240.0</u>	<u>100 %</u>	<u>\$ 13,642.5</u>	<u>100 %</u>	<u>\$ 13,878.3</u>	<u>100 %</u>

No single client accounted for 10% or more of our revenue in any of the past five fiscal years. Approximately 8%, 9% and 8% of our revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2020, 2019 and 2018, respectively.

## Contracts

The price provisions of the contracts we undertake can be grouped into several broad categories: cost-reimbursable contracts, guaranteed maximum price contracts, and fixed-price contracts.

### *Cost-Reimbursable Contracts*

Cost-reimbursable contracts include cost-plus fixed fee, cost-plus fixed rate, and time-and-materials price contracts. Under cost-plus contracts, we charge clients for our costs, including both direct and indirect costs, plus a negotiated fee or rate. We recognize revenues based on actual direct costs incurred and the applicable fixed rate or portion of the fixed fee earned as of the balance sheet date. Under time-and-materials price contracts, we negotiate hourly billing rates and charge clients based on the actual time we expend on the project. In addition, clients reimburse us for materials and other direct incidental expenditures incurred in connection with our performance under the contract. Time-and-material price contracts may also have a fixed-price element in the form of not-to-exceed or guaranteed maximum price provisions.

Some cost-plus contracts provide for award fees or a penalty based on performance criteria in lieu of a fixed fee or fixed rate. Other contracts include a base fee component plus a performance-based award fee. In addition, we may share award fees with subcontractors. We generally recognize revenue to the extent of costs actually incurred plus a proportionate amount of the fee expected to be earned. We take the award fee or penalty on contracts into consideration when estimating revenue and profit rates, and record revenue related to the award fees when there is sufficient information to assess anticipated contract performance and a significant reversal of the award fee is not probable. Once an award is received, the estimated or accrued fees are adjusted to the actual award amount.

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

### ***Guaranteed Maximum Price Contracts***

Guaranteed maximum price contracts (GMP) share many of the same contract provisions as cost-plus and fixed-price contracts. As with cost-plus contracts, clients are provided a disclosure of all project costs, and a lump sum percentage fee is separately identified. We provide clients with a guaranteed price for the overall project (adjusted for change orders issued by clients) and a schedule including the expected completion date. Cost overruns or costs associated with project delays in completion could generally be our responsibility. For many of our commercial or residential GMP contracts, the final price is generally not established until we have subcontracted a substantial percentage of the trade contracts with terms consistent with the master contract, and we have negotiated additional contract limitations, such as waivers of consequential damages as well as aggregate caps on liabilities and liquidated damages. Revenue is recognized for GMP contracts as project costs are incurred relative to total estimated project costs.

### ***Fixed-Price Contracts***

Fixed-price contracts include both lump-sum and fixed-unit price contracts. Under lump-sum contracts, we perform all the work under the contract for a specified price. Lump-sum contracts are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. Under fixed-unit price contracts, we perform a number of units of work at an agreed price per unit with the total payment under the contract determined by the actual number of units delivered. Revenue is recognized for fixed-price contracts using the input method measured on a cost-to-cost basis.

Some of our fixed-price contracts require us to provide surety bonds or parent company guarantees to assure our clients that their project will be completed in accordance with the terms of the contracts as further disclosed in Note 18—Commitments and Contingencies. In such cases, we may require our primary subcontractors to provide similar performance bonds and guarantees and to be adequately insured, and we may flow down the terms and conditions set forth in our agreement on to our subcontractors. There may be risks associated with completing these projects profitably if we are not able to perform our services within the fixed-price contract terms.

For the year ended September 30, 2020, our revenue was comprised of 43%, 30%, and 27% cost-reimbursable, guaranteed maximum price, and fixed-price contracts, respectively.

### ***Joint Ventures***

Some of our larger contracts may operate under joint ventures or other arrangements under which we team with other reputable companies, typically companies with which we have worked for many years. This is often done where the scale of the project dictates such an arrangement or when we want to strengthen either our market position or our technical skills.

## Backlog

Backlog represents revenue we expect to realize for work completed by our consolidated subsidiaries and our proportionate share of work to be performed by unconsolidated joint ventures. Backlog is expressed in terms of gross revenue and therefore may include significant estimated amounts of third party or pass-through costs to subcontractors and other parties. Backlog for our consolidated subsidiaries is comprised of contracted backlog and awarded backlog. Our contracted backlog includes revenue we expect to record in the future from signed contracts, and in the case of a public client, where the project has been funded. We report transaction price allocated to remaining unsatisfied performance obligations (RUPO) of \$18.9 billion, as described in Note 4, Revenue Recognition, in the notes to our consolidated financial statements. The most significant difference between our contracted backlog and RUPO is revenue related to service contracts that extend beyond the termination provision of those contracts. Our contracted backlog includes revenues for service contracts expected to be earned over the term of that contract. Guidance for the calculation of RUPO requires us to assume the contract will be terminated at its earliest convenience, resulting in RUPO to be \$0.6 billion lower than contracted backlog. Our awarded backlog includes revenue we expect to record in the future where we have been awarded the work, but the contractual agreement has not yet been signed. The net results of our unconsolidated joint ventures are recognized as equity earnings, and awarded and contracted backlog representing our proportionate share of work to be performed by unconsolidated joint ventures is not presented as revenue in our Consolidated Statements of Operations. For non-government contracts, our backlog includes future revenue at contract rates, excluding contract renewals or extensions that are at the discretion of the client. For contracts with a not-to-exceed maximum amount, we include revenue from such contracts in backlog to the extent of the remaining estimated amount. We calculate backlog without regard to possible project reductions or expansions or potential cancellations until such changes or cancellations occur. No assurance can be given that we will ultimately realize our full backlog. Backlog fluctuates due to the timing of when contracts are awarded and contracted and when contract revenue is recognized. Many of our contracts require us to provide services over more than one year. Our backlog for the year ended September 30, 2020 increased \$4.7 billion, or 12.9%, to \$41.2 billion as compared to \$36.5 billion for the corresponding period last year, primarily due to an increase in our construction management business.

The following summarizes contracted and awarded backlog (in billions):

	September 30,	
	2020	2019
<b>Contracted backlog:</b>		
Americas segment	\$ 15.8	\$ 13.9
International segment	3.7	3.6
Total contracted backlog	<u>\$ 19.5</u>	<u>\$ 17.5</u>
<b>Awarded backlog:</b>		
Americas segment	\$ 20.1	\$ 17.2
International segment	1.0	0.8
Total awarded backlog	<u>\$ 21.1</u>	<u>\$ 18.0</u>
<b>Unconsolidated joint venture backlog:</b>		
Americas segment	\$ 0.6	\$ 1.0
International segment	—	—
Total unconsolidated joint venture backlog	<u>\$ 0.6</u>	<u>\$ 1.0</u>
<b>Total backlog:</b>		
Americas segment	\$ 36.5	\$ 32.1
International segment	4.7	4.4
Total backlog	<u>\$ 41.2</u>	<u>\$ 36.5</u>

## **Competition**

The markets we serve are highly fragmented and we compete with a large number of regional, national and international companies. We have numerous competitors, ranging from small private firms to multi-billion dollar companies, some of which have greater financial resources or that are more specialized and concentrate their resources in particular areas of expertise. The extent of our competition varies according to the particular markets and geographic area. The degree and type of competition we face is also influenced by the type and scope of a particular project. The technical and professional aspects of our services generally do not require large upfront capital expenditures and, therefore, provide limited barriers against new competitors.

We believe that we are well positioned to compete in our markets because of our reputation, our cost effectiveness, our long-term client relationships, our extensive network of offices, our employee expertise, and our broad range of services. In addition, as a result of our extensive national and international network, we are able to offer our clients localized knowledge and expertise, as well as the support of our worldwide professional staff. In addition, through investments in technology and innovation, we are able to bring advanced solutions to clients.

## **Seasonality**

We experience seasonal trends in our business. Our revenue is typically higher in the last half of the fiscal year. The fourth quarter of our fiscal year (July 1 to September 30) is typically our strongest quarter. We find that the U.S. federal government tends to authorize more work during the period preceding the end of our fiscal year, September 30. In addition, many U.S. state governments with fiscal years ending on June 30 tend to accelerate spending during their first quarter, when new funding becomes available. Further, our construction management revenue typically increases during the high construction season of the summer months. Within the United States, as well as other parts of the world, our business generally benefits from milder weather conditions in our fiscal fourth quarter, which allows for more productivity from our on-site civil services. Our construction and project management services also typically expand during the high construction season of the summer months. The first quarter of our fiscal year (October 1 to December 31) is typically our lowest revenue quarter. The harsher weather conditions impact our ability to complete work in parts of North America and the holiday season schedule affects our productivity during this period. For these reasons, coupled with the number and significance of client contracts commenced and completed during a particular period, as well as the timing of expenses incurred for corporate initiatives, it is not unusual for us to experience seasonal changes or fluctuations in our quarterly operating results.

## **Risk Management and Insurance**

Risk management is an integral part of our project management approach and our project execution process. We have an Office of Risk Management that reviews and oversees the risk profile of our operations. Also, pursuant to our internal delegations of authority, we have an internal process whereby a group of senior members of our risk management team evaluate risk through internal risk analyses of higher-risk projects, contracts or other business decisions. We maintain insurance covering professional liability and claims involving bodily injury and property damage. Wherever possible, we endeavor to eliminate or reduce the risk of loss on a project through the use of quality assurance/control, risk management, workplace safety and similar methods.

## **Regulations**

Our business is impacted by environmental, health and safety, government procurement, anti-bribery and other government regulations and requirements. Below is a summary of some of the significant regulations that impact our business.

*Environmental, Health and Safety.* Our business involves the planning, design, program management, construction management, and operations and maintenance at various project sites, including, but not limited to, nuclear facilities, hazardous waste and Superfund sites, hydrocarbon production, distribution and transport sites, and other infrastructure-related facilities. We also regularly perform work in and around sensitive environmental areas, such as rivers, lakes and wetlands.

Significant fines, penalties and other sanctions may be imposed for non-compliance with environmental and health and safety laws and regulations, and some laws provide for joint and several strict liabilities for remediation of releases of hazardous substances, rendering a person liable for environmental damage, without regard to negligence or fault on the part of such person. These laws and regulations may expose us to liability arising out of the conduct of operations or conditions caused by others, or for our acts that were in compliance with all applicable laws at the time these acts were performed. For example, there are a number of governmental laws that strictly regulate the handling, removal, treatment, transportation and disposal of toxic and hazardous substances, such as the Comprehensive Environmental Response Compensation and Liability Act of 1980, and comparable national and state laws, that impose strict, joint and several liabilities for the entire cost of cleanup, without regard to whether a company knew of or caused the release of hazardous substances. In addition, some environmental regulations can impose liability for the entire clean-up upon owners, operators, generators, transporters and other persons arranging for the treatment or disposal of such hazardous substances related to contaminated facilities or project sites. Other federal environmental, health and safety laws affecting us include, but are not limited to, the Resource Conservation and Recovery Act, the National Environmental Policy Act, the Clean Air Act, the Clean Air Mercury Rule, the Occupational Safety and Health Act, the Toxic Substances Control Act, and the Superfund Amendments and Reauthorization Act, as well as other comparable national and state laws. Liabilities related to environmental contamination or human exposure to hazardous substances, comparable national and state laws or a failure to comply with applicable regulations could result in substantial costs to us, including cleanup costs, fines and civil or criminal sanctions, third-party claims for property damage or personal injury, or cessation of remediation activities.

Some of our business operations are covered by Public Law 85-804, which provides for indemnification by the U.S. federal government against claims and damages arising out of unusually hazardous or nuclear activities performed at the request of the U.S. federal government. Should public policies and laws change, however, U.S. federal government indemnification may not be available in the case of any future claims or liabilities relating to hazardous activities that we undertake to perform.

*Government Procurement.* The services we provide to the U.S. federal government are subject to Federal Acquisition Regulation, the Truth in Negotiations Act, Cost Accounting Standards, the Services Contract Act, export controls rules and Department of Defense (DOD) security regulations, as well as many other laws and regulations. These laws and regulations affect how we transact business with our clients and, in some instances, impose additional costs on our business operations. A violation of specific laws and regulations could lead to fines, contract termination or suspension of future contracts. Our government clients can also terminate, renegotiate, or modify any of their contracts with us at their convenience; and many of our government contracts are subject to renewal or extension annually.

*Anti-Bribery and other regulations.* We are subject to the U.S. Foreign Corrupt Practices Act and similar anti-bribery laws, which generally prohibit companies and their intermediaries from making improper payments to foreign government officials for the purpose of obtaining or retaining business. The U.K. Bribery Act of 2010 prohibits both domestic and international bribery, as well as bribery across both private and public sectors. In addition, an organization that “fails to prevent bribery” committed by anyone associated with the organization can be charged under the U.K. Bribery Act unless the organization can establish the defense of having implemented “adequate procedures” to prevent bribery. To the extent we export technical services, data and products outside of the U.S., we are subject to U.S. and international laws and regulations governing international trade and exports, including, but not limited to, the International Traffic in Arms Regulations, the Export Administration Regulations, and trade sanctions against embargoed countries. We provide services to the DOD and other defense-related entities that often require specialized professional qualifications and security clearances. In addition, as engineering design services professionals, we are subject to a variety of local, state, federal, and foreign licensing and permit requirements and ethics rules.

### **Raw Materials**

We purchase most of the raw materials and components necessary to operate our business from numerous sources. However, the price and availability of raw materials and components may vary from year to year due to customer demand, production capacity, market conditions, and material shortages. While we do not currently foresee the lack of availability of any particular raw materials in the near term, prolonged unavailability of raw materials necessary to our projects and services or significant price increases for those raw materials could have a material adverse effect on our business in the near term.

### **Government Contracts**

Generally, our government contracts are subject to renegotiation or termination of contracts or subcontracts at the discretion of the U.S. federal, state or local governments, and national governments of other countries.

### **Trade Secrets and Other Intellectual Property**

We rely principally on trade secrets, confidentiality policies and other contractual arrangements to protect much of our intellectual property.

### **Available Information**

The reports we file with the Securities and Exchange Commission, including annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and proxy materials, including any amendments, are available free of charge on our website at [www.aecom.com](http://www.aecom.com) as soon as reasonably practicable after we electronically file such material with or furnish it to the SEC. The SEC also maintains a web site ([www.sec.gov](http://www.sec.gov)) containing reports, proxy and information statements, and other information that we file with the SEC. Our Corporate Governance Guidelines and our Code of Ethics are available on our website at [www.aecom.com](http://www.aecom.com) under the "Investors" section. Copies of the information identified above may be obtained without charge from us by writing to AECOM, 300 South Grand Avenue, 9<sup>th</sup> Floor, Los Angeles, California 90071, Attention: Corporate Secretary.



## ITEM 1A. RISK FACTORS

*We operate in a changing environment that involves numerous known and unknown risks and uncertainties that could materially adversely affect our operations. The risks described below highlight some of the factors that have affected, and in the future could affect our operations. Additional risks we do not yet know of or that we currently think are immaterial may also affect our business operations. If any of the events or circumstances described in the following risks actually occurs, our business, financial condition or results of operations could be materially adversely affected.*

### **Risks Related to Our Markets, Customers and Business**

***We face various risks related to health outbreaks such as the Covid-19 coronavirus that may have material adverse effects on our business, financial position, results of operations and/or cash flows.***

We face various risks related to health epidemics, pandemics, and similar outbreaks, including the current global outbreak of the Covid-19 coronavirus pandemic. The coronavirus pandemic is expected to reduce demand for our services and impact client spending in certain circumstances. An extended health outbreak could adversely affect the world economy resulting in an economic downturn that could further affect demand for our services. If significant portions of our workforce are unable to work or travel effectively for a prolonged period because of government-mandated quarantines, closures, or other restrictions, then our business and financial operations will be significantly impacted. For example, work on some non-essential construction and other client projects has temporarily halted our services on these projects. Extended disruptions due to the coronavirus could further delay or limit our ability to perform services, make or receive timely payments, and impair our ability to win future contracts. The continued spread of coronavirus without any impact from any effective treatments may cause further financial instability increasing our costs and ability to access the capital markets. Any cost increases due to the coronavirus may not be fully recoverable or adequately covered by our insurance. We cannot at this time predict the duration of the coronavirus pandemic or the impact of government regulations that might be imposed in response of the pandemic; however, the coronavirus pandemic may have a material adverse effect on our business, financial position, results of operations and cash flows.

***Our industry is highly competitive, and we may be unable to compete effectively, which could result in reduced revenue, profitability and market share.***

We are engaged in a highly competitive business. The markets we serve are highly fragmented and we compete with a large number of regional, national and international companies. These competitors may have greater financial and other resources than we do. Others are smaller and more specialized, and concentrate their resources in particular areas of expertise. The extent of our competition varies according to the particular markets and geographic area. In addition, the technical and professional aspects of some of our services generally do not require large upfront capital expenditures and provide limited barriers against new competitors.

The degree and type of competition we face is also influenced by the type and scope of a particular project. Our clients make competitive determinations based upon qualifications, experience, performance, reputation, technology, customer relationships, price and ability to provide the relevant services in a timely, safe and cost-efficient manner. Increased competition may result in our inability to win bids for future projects, increased margin pressure and loss of revenue, profitability and market share.

***Demand for our services is cyclical and may be vulnerable to sudden economic downturns and reductions in government and private industry spending. If economic conditions remain uncertain and/or weaken, our revenue and profitability could be adversely affected.***

Demand for our services is cyclical and may be vulnerable to sudden economic downturns, interest rate fluctuations and reductions in government and private industry spending that result in clients delaying, curtailing or canceling proposed and existing projects. For example, the Covid-19 coronavirus pandemic is expected to reduce demand for our services and impact client spending in certain circumstances. Where economies are weakening, our clients may demand more favorable pricing or other terms while their ability to pay our invoices or to pay them in a timely manner may be adversely affected. Our government clients may face budget deficits that prohibit them from funding proposed and existing projects. If economic conditions remain uncertain and/or weaken and/or government spending is reduced, our revenue and profitability could be materially adversely affected.

***We depend on long-term government contracts, some of which are only funded on an annual basis. If appropriations for funding are not made in subsequent years of a multiple-year contract, we may not be able to realize all of our anticipated revenue and profits from that project.***

A substantial portion of our revenue is derived from contracts with agencies and departments of national, state, and local governments. During fiscal 2020 and 2019, approximately 42% and 44%, respectively, of our revenue was derived from contracts with government entities.

Most government contracts are subject to the government's budgetary approval process. Legislatures typically appropriate funds for a given program on a year-by-year basis, even though contract performance may take more than one year. In addition, public-supported financing such as state and local municipal bonds may be only partially raised to support existing infrastructure projects. As a result, at the beginning of a program, the related contract is only partially funded, and additional funding is normally committed only as appropriations are made in each fiscal year. These appropriations, and the timing of payment of appropriated amounts, may be influenced by, among other things, the state of the economy, a government shutdown, competing priorities for appropriation, changes in administration or control of legislatures, and the timing and amount of tax receipts and the overall level of government expenditures. Similarly, the impact of an economic downturn on governments, including as a result of the coronavirus, may make it more difficult for them to fund infrastructure projects. If appropriations are not made in subsequent years on our government contracts, then we will not realize all of our potential revenue and profit from that contract.

***If we are unable to win or renew government contracts during regulated procurement processes, our operations and financial results would be harmed.***

Government contracts are awarded through a regulated procurement process. The federal government has awarded multi-year contracts with pre-established terms and conditions, such as indefinite delivery contracts, that generally require those contractors that have previously been awarded the indefinite delivery contract to engage in an additional competitive bidding process before a task order is issued. In addition, the federal government has also awarded federal contracts based on a low-price, technically acceptable criteria emphasizing price over qualitative factors, such as past performance. As a result of these competitive pricing pressures, our profit margins on future federal contracts may be reduced and may require us to make sustained efforts to reduce costs in order to realize profits under government contracts. If we are not successful in reducing the amount of costs we incur, our profitability on government contracts will be negatively impacted. In addition, we may not be awarded government contracts because of existing government policies designed to protect small businesses and under-represented minority contractors. Our inability to win or renew government contracts during regulated procurement processes could harm our operations and reduce our profits and revenues.

***Governmental agencies may modify, curtail or terminate our contracts at any time prior to their completion and, if we do not replace them, we may suffer a decline in revenue.***

Most government contracts may be modified, curtailed or terminated by the government either at its discretion or upon the default of the contractor. If the government terminates a contract at its discretion, then we typically are able to recover only costs incurred or committed, settlement expenses and profit on work completed prior to termination, which could prevent us from recognizing all of our potential revenue and profits from that contract. In addition, for some assignments, the U.S. government may attempt to "insource" the services to government employees rather than outsource to a contractor. If a government terminates a contract due to our default, we could be liable for excess costs incurred by the government in obtaining services from another source.

***Our contracts with governmental agencies are subject to audit, which could result in adjustments to reimbursable contract costs or, if we are charged with wrongdoing, possible temporary or permanent suspension from participating in government programs.***

Our books and records are subject to audit by the various governmental agencies we serve and their representatives. These audits can result in adjustments to the amount of contract costs we believe are reimbursable by the agencies and the amount of our overhead costs allocated to the agencies. If such matters are not resolved in our favor, they could have a material adverse effect on our business. In addition, if one of our subsidiaries is charged with wrongdoing as a result of an audit, that subsidiary, and possibly our company as a whole, could be temporarily suspended or could be prohibited from bidding on and receiving future government contracts for a period of time. Furthermore, as a government contractor, we are subject to an increased risk of investigations, criminal prosecution, civil fraud actions, whistleblower lawsuits, and other legal actions and liabilities to which purely private sector companies are not, the results of which could materially adversely impact our business. For example, from time to time we may be subject to qui tam lawsuits. Qui tam lawsuits typically allege that we have made false statements or certifications in connection with claims for payment, or improperly retained overpayments, from the government. These suits may remain under seal (and hence, be unknown to us) for some time while the government decides whether to intervene on behalf of the qui tam plaintiff.

***An extended government shutdown, payment delays or reduced demand for our services may have a material impact on our results of operation and financial condition.***

An extended government shutdown could significantly reduce demand for our services, delay payment and result in workforce reductions that may have a material adverse effect on our results of operation and financial condition. Moreover, a prolonged government shutdown could result in program cancellations, disruptions and/or stop work orders and could limit the government's ability to effectively process and our ability to perform government contracts and successfully compete for new work.

#### **Risks Related to our Capital Structure**

***The agreements governing our debt contain a number of restrictive covenants which will limit our ability to finance future operations, acquisitions or capital needs or engage in other business activities that may be in our interest.***

The Credit Agreement and the indentures governing our debt contain a number of significant covenants that impose operating and other restrictions on us and our subsidiaries. Such restrictions affect or will affect and, in many respects, limit or prohibit, among other things, our ability and the ability of some of our subsidiaries to:

- incur additional indebtedness;
- create liens;
- pay dividends and make other distributions in respect of our equity securities;
- redeem or repurchase our equity securities;
- distribute excess cash flow from foreign to domestic subsidiaries;
- make investments or other restricted payments;
- sell assets;
- enter into transactions with affiliates; and
- effect mergers or consolidations.

In addition, our Credit Agreement also requires us to comply with a consolidated interest coverage ratio and consolidated leverage ratio. Our ability to comply with these ratios may be affected by events beyond our control. These restrictions could limit our ability to plan for or react to market or economic conditions or meet capital needs or otherwise restrict our activities or business plans, and could adversely affect our ability to finance our operations, acquisitions, investments or strategic alliances or other capital needs or to engage in other business activities that would be in our interest. A breach of any of these covenants or our inability to comply with the required financial ratios could result in a default under our debt instruments. If an event of default occurs, our creditors could elect to:

- declare all borrowings outstanding, together with accrued and unpaid interest, to be immediately due and payable;
- require us to apply all of our available cash to repay the borrowings; or
- prevent us from making debt service payments on our borrowings.

If we were unable to repay or otherwise refinance these borrowings when due, the applicable creditors could sell the collateral securing some of our debt instruments, which constitutes substantially all of our domestic and foreign, wholly owned subsidiaries' assets.

***Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.***

Borrowings under our Credit Agreement are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness will increase even though the amount borrowed remains the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. A 1.00% increase in such interest rates would increase total interest expense under our Credit Agreement for the year ended September 30, 2020 by \$2.9 million, including the effect of our interest rate swaps. We may, from time to time, enter into additional interest rate swaps that involve the exchange of floating for fixed rate interest payments in order to reduce interest rate volatility. However, we may not maintain interest rate swaps with respect to all of our variable rate indebtedness, and any swaps we enter into may not fully mitigate our interest rate risk and could be subject to credit risk themselves.

***If we are unable to continue to access credit on acceptable terms, our business may be adversely affected.***

The changing nature of the global credit markets could make it more difficult for us to access funds, refinance our existing indebtedness, enter into agreements for uncommitted debt bond facilities and new indebtedness, replace our existing revolving and term credit agreements or obtain funding through the issuance of our securities. We use credit facilities to support our working capital and other needs. There is no guarantee that we can continue to renew our credit facility on terms as favorable as those in our existing credit facility and, if we are unable to do so, our costs of borrowing and our business may be adversely affected.

#### **Risks Related to our International Operations**

***The uncertainty surrounding the implementation of and effects of the United Kingdom's proposed withdrawal from the European Union could have an adverse effect on our business and financial results.***

In March 2017, the United Kingdom government initiated a process to withdraw from the European Union (Brexit) and began negotiating the terms of its separation. The United Kingdom formally left the European Union on January 31, 2020, and is now in a transition period through December 31, 2020. Although the United Kingdom will remain in the European Union single market and customs union during the transition period, the long-term nature of the United Kingdom's relationship with the European Union is unclear and there is considerable uncertainty as to when any agreement will be reached and implemented. The uncertainty surrounding Brexit has created substantial economic and political uncertainty and volatility in currency exchange rates. Our United Kingdom business is a significant part of our European operations with approximately 6,000 employees and revenues representing approximately 6% of our total revenue for the fiscal year ended September 30, 2020. The uncertainty created by Brexit may cause our customers to closely monitor their costs and reduce demand for our services and may ultimately result in new regulatory and cost challenges for our United Kingdom and global operations. Any of these events could adversely affect our United Kingdom, European and overall business and financial results.

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

During fiscal 2020, revenue attributable to our services provided outside of the United States to non-U.S. clients was approximately 29% of our total revenue. There are risks inherent in doing business internationally, including:

- imposition of governmental controls and changes in laws, regulations or policies;

- political and economic instability, such as in the Middle East and South East Asia;
- civil unrest, acts of terrorism, force majeure, war, or other armed conflict;
- changes in U.S. and other national government trade policies affecting the markets for our services, such as retaliatory tariffs between the United States and China;
- political unrest in Hong Kong where we have a significant presence;
- impact of the coronavirus pandemic and its related economic impacts;
- changes in regulatory practices, tariffs and taxes, such as Brexit;
- potential non-compliance with a wide variety of laws and regulations, including anti-corruption, export control and anti-boycott laws and similar non-U.S. laws and regulations;
- changes in labor conditions;
- logistical and communication challenges; and
- currency exchange rate fluctuations, devaluations and other conversion restrictions.

Any of these factors could have a material adverse effect on our business, results of operations or financial condition.

***We operate in many different jurisdictions and we could be adversely affected by violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-corruption laws.***

The U.S. Foreign Corrupt Practices Act (FCPA) and similar worldwide anti-corruption laws, including the U.K. Bribery Act of 2010, generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. Our internal policies mandate compliance with these anti-corruption laws, including the requirements to maintain accurate information and internal controls which may fall within the purview of the FCPA, its books and records provisions or its anti-bribery provisions. We operate in many parts of the world that have experienced governmental corruption to some degree; and, in some circumstances, strict compliance with anti-corruption laws may conflict with local customs and practices. Despite our training and compliance programs, we cannot assure that our internal control policies and procedures always will protect us from reckless or criminal acts committed by our employees or agents. In addition, from time to time, government investigations of corruption in construction-related industries affect us and our peers. Violations of these laws, or allegations of such violations, could disrupt our business and result in a material adverse effect on our results of operations or financial condition.

***We work in international locations where there are high security risks, which could result in harm to our employees and contractors or material costs to us.***

Some of our services are performed in high-risk locations, such as the Middle East, Africa, and Southwest Asia, where the location is suffering from political, social or economic problems, or war or civil unrest. In those locations where we have employees or operations, we may incur material costs to maintain the safety of our personnel. Despite these precautions, the safety of our personnel in these locations may continue to be at risk. Acts of terrorism and threats of armed conflicts in or around various areas in which we operate could limit or disrupt markets and our operations, including disruptions resulting from the evacuation of personnel, cancellation of contracts, or the loss of key employees, contractors or assets.

## Risks Related to Our Operations and Technology

***Many of our project sites are inherently dangerous workplaces. Failure to maintain safe work sites and equipment could result in environmental disasters, employee deaths or injuries, reduced profitability, the loss of projects or clients and possible exposure to litigation.***

Our project sites often put our employees and others in close proximity with mechanized equipment, moving vehicles, chemical and manufacturing processes, and highly regulated materials. On some project sites, we may be responsible for safety and, accordingly, we have an obligation to implement effective safety procedures. If we fail to implement these procedures or if the procedures we implement are ineffective, we may suffer the loss of or injury to our employees, as well as expose ourselves to possible litigation. As a result, our failure to maintain adequate safety standards and equipment could result in reduced profitability or the loss of projects or clients, and could have a material adverse impact on our business, financial condition, and results of operations.

***Cybersecurity threats, information technology systems outages and data privacy incidents could adversely harm our business.***

We may experience errors, outages, or delays of service in our information technology systems, which could significantly disrupt our operations, impact our clients and employees, damage our reputation, and result in litigation and regulatory fines or penalties. Various privacy and securities laws pertaining to client and employee data usage require us to manage and protect sensitive and proprietary information. For example, the European's Union General Data Protection Regulation extends the scope of the European Union data protection laws to all companies processing data of European Union residents, regardless of the company's location. In addition, the California Consumer Privacy Act increased the penalties for data privacy incidents.

We face threats to our information technology systems, including unauthorized access, computer hackers, computer viruses, malicious code, cyber-attacks, phishing and other cybersecurity problems and system disruptions, including possible unauthorized access to our and our clients' proprietary information. We rely on industry-accepted security measures and technology to securely maintain all proprietary information on our information technology systems. In the ordinary course of business, we have been targeted by malicious cyber-attacks. Anyone who circumvents our security measures could misappropriate proprietary information, including information regarding us, our employees and/or our clients, or cause interruptions in our operations. Although we devote significant resources to our cybersecurity programs and have implemented security measures to protect our systems and to prevent, detect and respond to cybersecurity incidents, there can be no assurance that our efforts will prevent these threats. As these security threats continue to evolve, we may be required to devote additional resources to protect, prevent, detect and respond against system disruptions and security breaches.

We also rely in part on third-party software and information technology vendors to run our critical accounting, project management and financial information systems. We depend on our software and information technology vendors to provide long-term software and hardware support for our information systems. Our software and information technology vendors may decide to discontinue further development, integration or long-term software and hardware support for our information systems, in which case we may need to abandon one or more of our current information systems and migrate some or all of our accounting, project management and financial information to other systems, thus increasing our operational expense, as well as disrupting the management of our business operations.

Any of these events could damage our reputation and have a material adverse effect on our business, financial condition, results of operations and cash flows. Furthermore, while we maintain insurance that specifically covers these attacks, our coverage may not sufficiently cover all types of losses or claims that may arise.

## Risks Related to Contracts and Joint Ventures

***Our business and operating results could be adversely affected by losses under fixed-price or guaranteed maximum price contracts.***

Fixed-price contracts require us to either perform all work under the contract for a specified lump-sum or to perform an estimated number of units of work at an agreed price per unit, with the total payment determined by the actual number of units performed. In addition, we may enter guaranteed maximum price contracts where we guarantee a price or delivery date. For the year ended September 30, 2020, our revenue was comprised of 43%, 30%, and 27% cost-reimbursable, guaranteed maximum price, and fixed-price contracts, respectively. Fixed-price contracts expose us to a number of risks not inherent in cost-reimbursable contracts, including underestimation of costs, ambiguities in specifications, unforeseen increases in or failures in estimating the cost of raw materials, equipment or labor, problems with new technologies, delays beyond our control, fluctuations in profit margins, failures of subcontractors to perform and economic or other changes that may occur during the contract period. United States and foreign trade policy actions and tariffs such as the 2018 tariffs on steel and aluminum imports in the United States could affect the profitability of our fixed-price construction projects. Losses under fixed-price or guaranteed contracts could be substantial and adversely impact our results of operations.

***Our failure to meet contractual schedule or performance requirements that we have guaranteed could adversely affect our operating results.***

In some circumstances, we can incur liquidated or other damages if we do not achieve project completion by a scheduled date. If we or an entity for which we have provided a guarantee subsequently fails to complete the project as scheduled and the matter cannot be satisfactorily resolved with the client, we may be responsible for cost impacts to the client resulting from any delay or the cost to complete the project. Our costs generally increase from schedule delays and/or could exceed our projections for a particular project. In addition, project performance can be affected by a number of factors beyond our control, including unavoidable delays from governmental inaction, public opposition, inability to obtain financing, weather conditions, unavailability of vendor materials, changes in the project scope of services requested by our clients, industrial accidents, environmental hazards, labor disruptions, pandemics including the current coronavirus, and other factors. Material performance problems for existing and future contracts could cause actual results of operations to differ from those anticipated by us and also could cause us to suffer damage to our reputation within our industry and client base.

***We may not be able to maintain adequate surety and financial capacity necessary for us to successfully bid on and win contracts.***

In line with industry practice, we are often required to provide surety bonds, standby letters of credit or corporate guarantees to our clients that indemnify the customer should our affiliate fail to perform its obligations under the terms of a contract. As of September 30, 2020 and September 30, 2019, we were contingently liable for \$6.2 billion and \$4.8 billion, respectively, in issued surety bonds primarily to support project execution and we had outstanding letters of credit totaling \$529.1 million and \$493.7 million, respectively. A surety may issue a performance or payment bond to guarantee to the client that our affiliate will perform under the terms of a contract. If our affiliate fails to perform under the terms of the contract, then the client may demand that the surety or another corporate affiliate provide the contracted services. In addition, we would typically have obligations to indemnify the surety for any loss incurred in connection with the bond. If a surety bond or a letter of credit is required for a particular project and we are unable to obtain an appropriate surety bond or letter of credit, we may not be able to pursue that project, which in turn could have a material adverse impact on our business, financial condition, results of operations, and cash flows.

***We conduct a portion of our operations through joint venture entities, over which we may have limited control.***

Approximately 10% of our fiscal 2020 revenue was derived from our operations through joint ventures or similar partnership arrangements, where control may be shared with unaffiliated third parties. As with most joint venture arrangements, differences in views among the joint venture participants may result in delayed decisions or disputes. We also cannot control the actions of our joint venture partners and we typically have joint and several liability with our joint venture partners under the applicable contracts for joint venture projects. These factors could potentially adversely impact the business and operations of a joint venture and, in turn, our business and operations.

Operating through joint ventures in which we are minority holders results in us having limited control over many decisions made with respect to projects and internal controls relating to projects. Sales of our services provided to our unconsolidated joint ventures were approximately 4% of our fiscal 2020 revenue. We generally do not have control of these unconsolidated joint ventures. These joint ventures may not be subject to the same requirements regarding internal controls and internal control over financial reporting that we follow. As a result, internal control problems may arise with respect to these joint ventures, which could have a material adverse effect on our financial condition and results of operations and could also affect our reputation.

***We participate in joint ventures where we provide guarantees and may be adversely impacted by the failure of the joint venture or its participants to fulfill their obligations.***

We have investments in and commitments to joint ventures with unrelated parties, including in connection with construction services, government services, and the investment activities of ACAP. For example, real estate and infrastructure joint ventures are inherently risky and may result in future losses since real estate markets are impacted by economic trends and government policies that we do not control. These joint ventures from time to time may borrow money to help finance their activities and in some circumstances, we are required to provide guarantees of obligations of our affiliated entities. In addition, in connection with the investment activities of ACAP, we provide guarantees of obligations, including guarantees for completion of projects, repayment of debt, environmental indemnity obligations and other lender required guarantees.

***AECOM Capital's real estate development and investment activities are inherently risky and may result in a future loss.***

ACAP's real estate business involves managing, sponsoring, investing and developing commercial real estate projects (Real Estate Joint Ventures) that are inherently risky and may result in future losses since real estate markets are significantly impacted by economic trends and government policies that we do not control. Our registered investment adviser jointly manages and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which the Company indirectly holds an equity interest and which also invests and develops Real Estate Joint Ventures on behalf of its investors. Real Estate Joint Ventures rely on substantial amounts of third party borrowing to finance their development activities including completion guarantees, repayment guarantees, environmental indemnities and other lender required credit support guarantees that may be provided by AECOM or an affiliate to secure the Real Estate Joint Venture financing. Although the Fund and the Real Estate Joint Ventures have reserves that will be used to share any cost overruns of the Real Estate Joint Ventures, if such reserves are depleted, then AECOM may be required to make support payments to fund non-budgeted cost overruns on behalf of the Fund (but not on behalf of the Fund's co-partner or any unaffiliated limited partners of the Real Estate Joint Ventures). Some of the Fund's limited partners may be permitted to make additional equity co-investments in certain Real Estate Joint Ventures for which AECOM will provide support payments on behalf of the limited partner co-investor in the event of a cost overrun of the Real Estate Joint Venture after additional specific reserves have been depleted. AECOM's provision of lender guarantees is contingent upon the Real Estate Joint Ventures meeting AECOM's underwriting criteria, including an affiliate of AECOM acting as either the construction manager at risk or the owner's representative for the project, no material adverse change in AECOM's financial condition, and the guarantee not violating a covenant under a material AECOM agreement.

#### **Risks Related to Laws and Regulations**

***Misconduct by our employees, partners or consultants or our failure to comply with laws or regulations applicable to our business could cause us to lose customers or lose our ability to contract with government agencies.***

As a government contractor, misconduct, fraud or other improper activities caused by our employees', partners' or consultants' failure to comply with laws or regulations could have a significant negative impact on our business and reputation. Such misconduct could include the failure to comply with procurement regulations, environmental regulations, regulations regarding the protection of sensitive government information, legislation regarding the pricing of labor and other costs in government contracts, regulations on lobbying or similar activities, and anti-corruption, anti-competition, export control and other applicable laws or regulations. Our failure to comply with applicable laws or regulations, misconduct by any of our employees or consultants or our failure to make timely and accurate certifications to government agencies regarding misconduct or potential misconduct could subject us to fines and penalties, loss of government granted eligibility, cancellation of contracts and suspension or debarment from contracting with government agencies, any of which may adversely affect our business.



***We may be subject to substantial liabilities under environmental laws and regulations.***

Our services are subject to numerous environmental protection laws and regulations that are complex and stringent. Our business involves in part the planning, design, program management, construction management, and operations and maintenance at various sites, including but not limited to, nuclear facilities, hazardous waste and Superfund sites, hydrocarbon production, distribution and transport sites, and other infrastructure-related facilities. We also regularly perform work in and around sensitive environmental areas, such as rivers, lakes and wetlands. In addition, we have contracts in support of U.S. federal government entities to destroy hazardous materials, including chemical agents and weapons stockpiles, as well as to decontaminate and decommission nuclear facilities. These activities may require us to manage, handle, remove, treat, transport and dispose of toxic or hazardous substances. We also own and operate several properties in the U.S. and Canada that have been used for the storage and maintenance of construction equipment. In the conduct of operations on these properties, and despite precautions having been taken, it is possible that there have been accidental releases of individually relatively small amounts of fuel, oils, hydraulic fluids and other fluids while storing or servicing this equipment. Such accidental releases though individually relatively small may have accumulated over time. Past business practices at companies that we have acquired may also expose us to future unknown environmental liabilities.

Significant fines, penalties and other sanctions may be imposed for non-compliance with environmental laws and regulations, and some environmental laws provide for joint and several strict liabilities for remediation of releases of hazardous substances, rendering a person liable for environmental damage, without regard to negligence or fault on the part of such person. These laws and regulations may expose us to liability arising out of the conduct of operations or conditions caused by others, or for our acts that were in compliance with all applicable laws at the time these acts were performed. For example, there are a number of governmental laws that strictly regulate the handling, removal, treatment, transportation and disposal of toxic and hazardous substances, such as Comprehensive Environmental Response Compensation and Liability Act of 1980, and comparable state laws, that impose strict, joint and several liabilities for the entire cost of cleanup, without regard to whether a company knew of or caused the release of hazardous substances. In addition, some environmental regulations can impose liability for the entire cleanup upon owners, operators, generators, transporters and other persons arranging for the treatment or disposal of such hazardous substances related to contaminated facilities or project sites. Other federal environmental, health and safety laws affecting us include, but are not limited to, the Resource Conservation and Recovery Act, the National Environmental Policy Act, the Clean Air Act, the Clean Air Mercury Rule, the Occupational Safety and Health Act, the Toxic Substances Control Act and the Superfund Amendments and Reauthorization Act and the Energy Reorganization Act of 1974, as well as other comparable national and state laws. Liabilities related to environmental contamination or human exposure to hazardous substances, or a failure to comply with applicable regulations could result in substantial costs to us, including cleanup costs, fines and civil or criminal sanctions, third-party claims for property damage or personal injury or cessation of remediation activities. Our continuing work in the areas governed by these laws and regulations exposes us to the risk of substantial liability.

**Risks Related to Acquisitions and Divestitures**

***AECOM is a smaller company after the sale of our Management Services business and may be more vulnerable to changing market conditions.***

AECOM is a smaller company after the sale of our Management Services business and more reliant on our remaining business segments. Our results of operations, cash flows, working capital, effective tax rate, and financing requirements may be subject to increased volatility and our ability to fund capital expenditures, investments and service debt may be diminished. Restructuring costs and other costs incurred in connection with the Management Services sale may exceed our estimates or diminish the benefits we expected to realize. In addition, any contingent purchase price adjustments could be unfavorable and result in lower aggregate cash proceeds. We are also obligated to incur ongoing costs and retain certain legal claims that were previously allocated to the Management Services business. As a result, we may be more vulnerable to changing market conditions, which could have a material adverse effect on our business, financial condition, and results of operations.

***We may be unable to successfully execute or effectively integrate acquisitions and divestitures may not occur as planned.***

We regularly review our portfolio of businesses and pursue growth through acquisitions and seek to divest non-core businesses. We may not be able to complete transactions on favorable terms, on a timely basis, or at all, and during the integration of any acquisition, we may discover regulatory and compliance issues. In addition, our results of operations

and cash flows may be adversely impacted by (i) the failure of acquired businesses to meet or exceed expected returns; (ii) the failure to integrate acquired businesses on schedule and/or to achieve expected synergies; (iii) the inability to dispose of non-core assets and businesses on satisfactory terms and conditions; (iv) diversion of attention and increased burdens on our employees; and (v) the discovery of unanticipated liabilities or other problems in acquired businesses for which we lack contractual protections, insurance or indemnities, or with regard to divested businesses, claims by purchasers to whom we have provided contractual indemnification. Additional difficulties we may encounter as part of the integration process include the following:

- the consequences of a change in tax treatment and the possibility that the full benefits anticipated from the acquisition or disposition will not be realized;
- any delay in the integration or disposition of management teams, strategies, operations, products and services;
- differences in business backgrounds, corporate cultures and management philosophies that may delay successful integration;
- the ability to retain key employees;
- the ability to create and enforce uniform standards, controls, procedures, policies and information systems;
- the challenge of restructuring complex systems, technology, networks and other assets in a seamless manner that minimizes any adverse impact on customers, suppliers, employees and other constituencies;
- potential unknown liabilities and unforeseen increased expenses or delays associated with the acquisition, including costs to integrate beyond current estimates;
- the ability to deduct or claim tax attributes or benefits such as operating losses, business or foreign tax credits; and
- the disruption of, or the loss of momentum in, each company's ongoing businesses or inconsistencies in standards, controls, procedures and policies.

Any of these factors could adversely affect our ability to maintain relationships with customers, suppliers, employees and other constituencies or could reduce our earnings or otherwise adversely affect our business and financial results.

***Our plans to divest certain businesses are subject to various risks and uncertainties and may not be completed in accordance with the expected plans or anticipated time frame, or at all, and will involve significant time and expense, which could disrupt or adversely affect our business.***

Divesting businesses involve risks and uncertainties, such as the difficulty separating assets related to such businesses from the businesses we retain, employee distraction, the need to obtain regulatory approvals and other third-party consents, which potentially disrupts customer and vendor relationships, and the fact that we may be subject to additional tax obligations or loss of certain tax benefits. Because of these challenges, as well as market conditions or other factors, the anticipated divestitures may take longer or be costlier or generate fewer benefits than expected and may not be completed at all. If we are unable to complete the divestitures or to successfully transition divested businesses, our business and financial results could be negatively impacted. After we dispose of a business, we may retain exposure on financial or performance guarantees and other contractual, employment, pension and severance obligations, and potential liabilities that may arise under law because of the disposition or the subsequent failure of an acquirer. As a result, performance by the divested businesses or other conditions outside of our control could have a material adverse effect on our results of operations. In addition, the divestiture of any business could negatively impact our profitability because of losses that may result from such a sale, the loss of sales and operating income, or a decrease in cash flows.

#### **Other Risks**

***An impairment charge of goodwill could have a material adverse impact on our financial condition and results of operations.***

Because we have grown in part through acquisitions, goodwill and intangible assets-net represent a substantial portion of our assets. Under generally accepted accounting principles in the United States (GAAP), we are required to test goodwill carried in our Consolidated Balance Sheets for possible impairment on an annual basis based upon a fair value approach and whenever events occur that indicate impairment could exist. These events or circumstances could include a significant change in the business climate, including a significant sustained decline in a reporting unit's market value, legal factors, operating performance indicators, competition, sale or disposition of a significant portion of our business, a significant sustained decline in our market capitalization and other factors. For example, in the year ended September 30, 2020, we recorded a noncash impairment of long-lived assets, including goodwill of \$83.6 million primarily related to a decrease in the estimated recovery and fair value of reporting units with self-perform at-risk construction.

In addition, if we experience a decrease in our stock price and market capitalization over a sustained period, we would have to record an impairment charge in the future. The amount of any impairment could be significant and could have a material adverse impact on our financial condition and results of operations for the period in which the charge is taken.

***We may be required to contribute additional cash to meet our significant underfunded benefit obligations associated with pension benefit plans we manage or multiemployer pension plans in which we participate.***

We have defined benefit pension plans for employees in the United States, United Kingdom, Canada, Australia, and Ireland. At September 30, 2020, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately \$406.0 million. In the future, our pension deficits may increase or decrease depending on changes in the levels of interest rates, pension plan performance and other factors that may require us to make additional cash contributions to our pension plans and recognize further increases in our net pension cost to satisfy our funding requirements. If we are forced or elect to make up all or a portion of the deficit for unfunded benefit plans, our results of operations could be materially and adversely affected.

A multiemployer pension plan is typically established under a collective bargaining agreement with a union to cover the union-represented workers of various unrelated companies. Our collective bargaining agreements with unions will require us to contribute to various multiemployer pension plans; however, we do not control or manage these plans. For the year ended September 30, 2020, we contributed \$4.0 million to multiemployer pension plans. Under the Employee Retirement Income Security Act, an employer who contributes to a multiemployer pension plan, absent an applicable exemption, may also be liable, upon termination or withdrawal from the plan, for its proportionate share of the multiemployer pension plan's unfunded vested benefit. If we terminate or withdraw from a multiemployer plan, absent an applicable exemption (such as for some plans in the building and construction industry), we could be required to contribute a significant amount of cash to fund the multiemployer plan's unfunded vested benefit, which could materially and adversely affect our financial results; however, since we do not control the multiemployer plans, we are unable to estimate any potential contributions that could be required.

***We may experience disproportionately high levels of collection risk and nonpayment if certain clients in specific geographic areas or industries are adversely affected by factors particular to their geographic area or industry.***

Our clients include public and private entities that have been, and may continue to be, negatively impacted by the changing landscape in the global economy. While no one client accounted for over 10% of our revenue for fiscal 2020, we face collection risk as a normal part of our business where we perform services and subsequently bill our clients for such services, or when we make equity investments in majority or minority controlled large-scale client projects and other long-term capital projects before the project completes operational status or completes its project financing. In the event that we have concentrated credit risk from clients in a specific geographic area or industry, continuing negative trends or a worsening in the financial condition of that specific geographic area or industry could make us susceptible to disproportionately high levels of default by those clients. Such defaults could materially adversely impact our revenues and our results of operations.

***Our services expose us to significant risks of liability and our insurance policies may not provide adequate coverage.***

Our services involve significant risks of professional and other liabilities that may substantially exceed the fees that we derive from our services. In addition, we sometimes contractually assume liability to clients on projects under indemnification or guarantee agreements. We cannot predict the magnitude of potential liabilities from the operation of our business. In addition, in the ordinary course of our business, we frequently make professional judgments and recommendations about environmental and engineering conditions of project sites for our clients. We may be deemed to be responsible for these professional judgments and recommendations if they are later determined to be inaccurate. Any unfavorable legal ruling against us could result in substantial monetary damages or even criminal violations.

Our professional liability policies cover only claims made during the term of the policy. Additionally, our insurance policies may not protect us against potential liability due to various exclusions in the policies and self-insured retention amounts. Partially or completely uninsured claims, if successful and of significant magnitude, could have a material adverse effect on our business.

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

We maintain insurance coverage from third-party insurers as part of our overall risk management strategy and because some of our contracts require us to maintain specific insurance coverage limits. If any of our third-party insurers fail, suddenly cancel our coverage or otherwise are unable to provide us with adequate insurance coverage, then our overall risk exposure and our operational expenses would increase and the management of our business operations would be disrupted. In addition, there can be no assurance that any of our existing insurance coverage will be renewable upon the expiration of the coverage period or that future coverage will be affordable at the required limits.

***If we do not have adequate indemnification for our services related to nuclear materials, it could adversely affect our business and financial condition.***

We provide services to the nuclear energy industry in the ongoing maintenance and modification, as well as the decontamination and decommissioning, of nuclear energy plants. Indemnification provisions under the Price-Anderson Act available to nuclear energy plant operators and contractors do not apply to all liabilities that we might incur while performing services as a radioactive materials cleanup contractor for the nuclear energy industry. If the Price-Anderson Act's indemnification protection does not apply to our services or if our exposure occurs outside the U.S., our business and financial condition could be adversely affected either by our client's refusal to retain us, by our inability to obtain commercially adequate insurance and indemnification, or by potentially significant monetary damages we may incur.

***Our backlog of uncompleted projects under contract is subject to unexpected adjustments and cancellations and, thus may not accurately reflect future revenue and profits.***

At September 30, 2020, our contracted backlog was approximately \$19.5 billion, our awarded backlog was approximately \$21.1 billion and our unconsolidated joint venture backlog was approximately \$0.6 billion for a total backlog of \$41.2 billion. Our contracted backlog includes revenue we expect to record in the future from signed contracts and, in the case of a public sector client, where the project has been funded. We reported transaction price allocated to remaining unsatisfied performance obligations (RUPO) of \$18.9 billion, as described in Note 4, Revenue Recognition, in the notes to our consolidated financial statements. The most significant difference between our contracted backlog and RUPO is revenue related to service contracts that extend beyond the termination provisions of those contracts. Our contracted backlog includes revenues for service contracts expected to be earned over the term of that contract. Guidance for the calculation of RUPO requires us to assume the contract will be terminated at its earliest convenience, resulting in RUPO to be \$0.6 billion lower than contracted backlog. Our awarded backlog includes revenue we expect to record in the future where we have been awarded the work, but the contractual agreement has not yet been signed. We cannot guarantee that future revenue will be realized from either category of backlog or, if realized, will result in profits. Many projects may remain in our backlog for an extended period of time because of the size or long-term nature of the contract. In addition, from time to time, projects are delayed, scaled back or canceled. These types of backlog reductions adversely affect the revenue and profits that we ultimately receive from contracts reflected in our backlog.

***We have submitted claims to clients for work we performed beyond the initial scope of some of our contracts. If these clients do not approve these claims, our results of operations could be adversely impacted.***

We typically have pending claims submitted under some of our contracts for payment of work performed beyond the initial contractual requirements for which we have already recorded revenue. In general, we cannot guarantee that such claims will be approved in whole, in part, or at all. Often, these claims can be the subject of lengthy arbitration or litigation proceedings, and it is difficult to accurately predict when these claims will be fully resolved. When these types of events occur and unresolved claims are pending, we have used working capital in projects to cover cost overruns pending the resolution of the relevant claims. If these claims are not approved, our revenue may be reduced in future periods.

***In conducting our business, we depend on other contractors, subcontractors and equipment and material providers. If these parties fail to satisfy their obligations to us or other parties or if we are unable to maintain these relationships, our revenue, profitability and growth prospects could be adversely affected.***

We depend on contractors, subcontractors and equipment and material providers in conducting our business. There is a risk that we may have disputes with our subcontractors arising from, among other things, the quality and timeliness of work performed by the subcontractor, customer concerns about the subcontractor, or our failure to extend existing task orders or issue new task orders under a subcontract. Also, to the extent that we cannot acquire equipment and materials at reasonable costs, or if the amount we are required to pay exceeds our estimates, our ability to complete a project in a timely fashion or at a profit may be impaired. In addition, if any of our subcontractors fail to deliver on a timely basis the agreed-upon supplies and/or perform the agreed-upon services, our ability to fulfill our obligations as a prime contractor may be jeopardized; we could be held responsible for such failures and/or we may be required to purchase the supplies or services from another source at a higher price. This may reduce the profit to be realized or result in a loss on a project for which the supplies or services are needed.

We also rely on relationships with other contractors when we act as their subcontractor or joint venture partner. Our future revenue and growth prospects could be adversely affected if other contractors eliminate or reduce their subcontracts or joint venture relationships with us, or if a government agency terminates or reduces these other contractors' programs, does not award them new contracts or refuses to pay under a contract. In addition, due to "pay when paid" provisions that are common in subcontracts in many countries, including the U.S., we could experience delays in receiving payment if the prime contractor experiences payment delays.

***If clients use our reports or other work product without appropriate disclaimers or in a misleading or incomplete manner, or if our reports or other work product are not in compliance with professional standards and other regulations, our business could be adversely affected.***

The reports and other work product we produce for clients sometimes include projections, forecasts and other forward-looking statements. Such information by its nature is subject to numerous risks and uncertainties, any of which could cause the information produced by us to ultimately prove inaccurate. While we include appropriate disclaimers in the reports that we prepare for our clients, once we produce such written work product, we do not always have the ability to control the manner in which our clients use such information. As a result, if our clients reproduce such information to solicit funds from investors for projects without appropriate disclaimers and the information proves to be incorrect, or if our clients reproduce such information for potential investors in a misleading or incomplete manner, our clients or such investors may threaten to or file suit against us for, among other things, securities law violations. For example, in August 2016, an affiliate entered into a settlement related to, among other things, alleged deficiencies in a traffic forecast. If we were found to be liable for any claims related to our client work product, our business could be adversely affected.

In addition, our reports and other work product may need to comply with professional standards, licensing requirements, securities regulations and other laws and rules governing the performance of professional services in the jurisdiction where the services are performed. We could be liable to third parties who use or rely upon our reports and other work product even if we are not contractually bound to those third parties. These events could in turn result in monetary damages and penalties.

***Failure to adequately protect, maintain, or enforce our rights in our intellectual property may adversely limit our competitive position.***

Our success depends, in part, upon our ability to protect our intellectual property. We rely on a combination of intellectual property policies and other contractual arrangements to protect much of our intellectual property where we do not believe that trademark, patent or copyright protection is appropriate or obtainable. Trade secrets are generally difficult to protect. Although our employees are subject to confidentiality obligations, this protection may be inadequate to deter or prevent misappropriation of our confidential information and/or the infringement of our patents and copyrights. Further, we may be unable to detect unauthorized use of our intellectual property or otherwise take appropriate steps to enforce our rights. Failure to adequately protect, maintain, or enforce our intellectual property rights may adversely limit our competitive position.

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

We rely heavily upon the expertise and leadership of our people. There is strong competition for qualified technical and management personnel in the sectors in which we compete. We may not be able to continue to attract and retain qualified technical and management personnel, such as engineers, architects and project managers, who are necessary for the development of our business or to replace qualified personnel in the timeframe demanded by our clients. Also, some of our personnel hold government granted eligibility that may be required to obtain government projects. Loss of the services of, or failure to recruit senior management or key technical personnel could impact the long term performance of the Company and limit our ability to successfully complete existing projects and compete for new projects.

***Our revenue and growth prospects may be harmed if we or our employees are unable to obtain government granted eligibility or other qualifications we and they need to perform services for our customers.***

A number of government programs require contractors to have government granted eligibility, such as security clearance credentials. Depending on the project, eligibility can be difficult and time-consuming to obtain. If we or our employees are unable to obtain or retain the necessary eligibility, we may not be able to win new business, and our existing customers could terminate their contracts with us or decide not to renew them. To the extent we cannot obtain or maintain the required security clearances for our employees working on a particular contract, we may not derive the revenue or profit anticipated from such contract.

***Negotiations with labor unions and possible work actions could divert management attention and disrupt operations. In addition, new collective bargaining agreements or amendments to agreements could increase our labor costs and operating expenses.***

We regularly negotiate with labor unions and enter into collective bargaining agreements. The outcome of any future negotiations relating to union representation or collective bargaining agreements may not be favorable to us. We may reach agreements in collective bargaining that increase our operating expenses and lower our net income as a result of higher wages or benefit expenses. In addition, negotiations with unions could divert management attention and disrupt operations, which may adversely affect our results of operations. If we are unable to negotiate acceptable collective bargaining agreements, we may have to address the threat of union-initiated work actions, including strikes. Depending on the nature of the threat or the type and duration of any work action, these actions could disrupt our operations and adversely affect our operating results.

***Our charter documents contain provisions that may delay, defer or prevent a change of control.***

Provisions of our certificate of incorporation and bylaws could make it more difficult for a third party to acquire control of us, even if the change in control would be beneficial to stockholders. These provisions include the following:

- ability of our Board of Directors to authorize the issuance of preferred stock in series without stockholder approval;
- vesting of exclusive authority in our Board of Directors to determine the size of the board (subject to limited exceptions) and to fill vacancies; and
- advance notice requirements for stockholder proposals and nominations for election to our Board of

Directors.

***Changes in tax laws could increase our worldwide tax rate and materially affect our results of operations.***

We are subject to tax laws in the U.S. and numerous foreign jurisdictions. Many international legislative and regulatory bodies have proposed and/or enacted legislation that could significantly impact how U.S. multinational corporations are taxed on foreign earnings. Due to the large scale of our U.S. and international business activities, many of these proposed and enacted changes to the taxation of our activities could increase our worldwide effective tax rate and harm results of operations.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 2. PROPERTIES**

Our corporate offices are located in approximately 31,000 square feet of space at 300 South Grand Avenue, Los Angeles, California. Our other offices, including smaller administrative or project offices, consist of an aggregate of approximately 9.2 million square feet worldwide. Virtually all of our offices are leased. See Note 11 in the notes to our consolidated financial statements for information regarding our lease obligations. We may add additional facilities from time to time in the future as the need arises.

**ITEM 3. LEGAL PROCEEDINGS**

As a government contractor, we are subject to various laws and regulations that are more restrictive than those applicable to non-government contractors. Intense government scrutiny of contractors' compliance with those laws and regulations through audits and investigations is inherent in government contracting and, from time to time, we receive inquiries, subpoenas, and similar demands related to our ongoing business with government entities. Violations can result in civil or criminal liability as well as suspension or debarment from eligibility for awards of new government contracts or option renewals.

We are involved in various investigations, claims and lawsuits in the normal conduct of our business. We are not always aware if we or our affiliates are under investigation or the status of such matters. Although the outcome of our legal proceedings cannot be predicted with certainty and no assurances can be provided, in the opinion of our management, based upon current information and discussions with counsel, with the exception of the matters noted in Note 18, Commitments and Contingencies, to the financial statements contained in this report to the extent stated therein, none of the investigations, claims and lawsuits in which we are involved is expected to have a material adverse effect on our consolidated financial position, results of operations, cash flows or our ability to conduct business. See Note 18, Commitments and Contingencies, to the financial statements contained in this report for a discussion of certain matters to which we are a party. The information set forth in such note is incorporated by reference into this Item 3. From time to time, we establish reserves for litigation when we consider it probable that a loss will occur.

**ITEM 4. MINE SAFETY DISCLOSURES**

The Company does not act as the owner of any mines, but we may act as a mining operator as defined under the Federal Mine Safety and Health Act of 1977 where we may be a lessee of a mine, a person who operates, controls or supervises such mine, or an independent contractor performing services or construction of such mine. Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K is included in Exhibit 95.



**PART II**

**ITEM 5. MARKET FOR REGISTRANT’S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

Our common stock is listed on the New York Stock Exchange (NYSE) under the symbol “ACM.” According to the records of our transfer agent, there were 1,826 stockholders of record as of November 12, 2020.

**Unregistered Sales of Equity Securities**

None.

**Equity Compensation Plans**

The following table presents certain information about shares of AECOM common stock that may be issued under our equity compensation plans as of September 30, 2020:

Plan Category	Column A	Column B	Column C
	Number of securities to be issued upon exercise of outstanding options, warrants, and rights <sup>(1)</sup>	Weighted-average exercise price of Outstanding options, warrants, and Rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in Column A)
Equity compensation plans not approved by stockholders:	N/A	N/A	N/A
Equity compensation plans approved by stockholders:			
AECOM Stock Incentive Plans	3,997,870 <sup>(1)</sup>	\$ 36.41 <sup>(2)</sup>	12,045,145
AECOM Employee Stock Purchase Plan <sup>(3)</sup>	N/A	N/A	10,113,018
<b>Total</b>	<b>3,997,870</b>	<b>\$ 36.41</b>	<b>22,158,163</b>

<sup>(1)</sup> Includes 393,201 shares issuable upon the exercise of stock options, 2,058,518 shares issuable upon the vesting of Restricted Stock Units and 1,546,151 shares issuable if specified performance targets are met under Performance Earnings Program Awards (PEP).

<sup>(2)</sup> Weighted-average exercise price of outstanding options only.

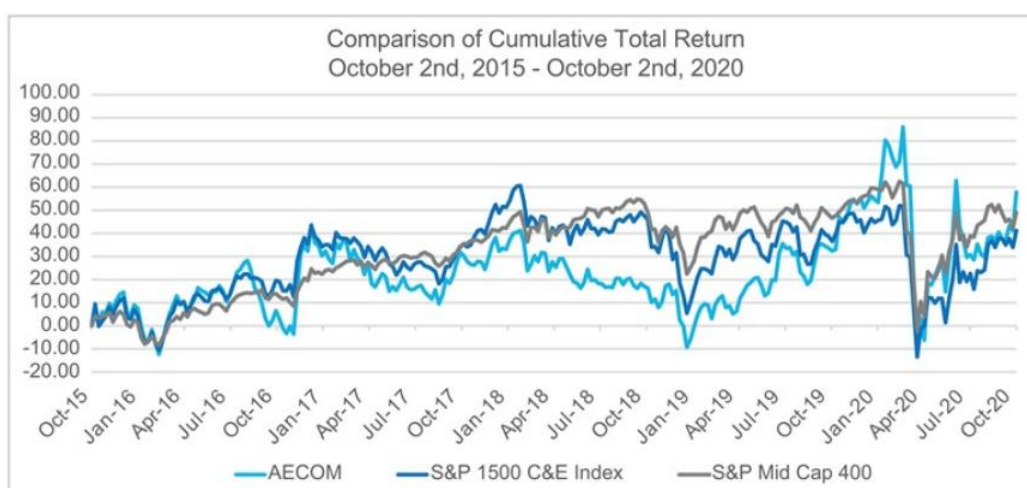
<sup>(3)</sup> Amounts only reflected in column (c) and include all shares available for future issuance and subject to outstanding rights.

**Performance Measurement Comparison<sup>(1)</sup>**

The following chart compares the cumulative total stockholder return of AECOM stock (ACM) with the cumulative total return of the S&P MidCap 400, and the S&P Composite 1500 Construction & Engineering, from October 2, 2015 to October 2, 2020.

We believe the S&P 400 MidCap is an appropriate independent broad market index, since it measures the performance of similar mid-sized companies in numerous sectors. In addition, we believe the S&P Composite 1500 Construction & Engineering index is an appropriate third party published industry index since it measures the performance of engineering and construction companies.

<sup>(1)</sup> This section is not “soliciting material,” is not deemed “filed” with the SEC and is not incorporated by reference in any of our filings under the Securities Act or Exchange Act whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.



**Stock Repurchase Program**

On September 21, 2017, the Company’s Board of Directors announced a new capital allocation policy that authorized the repurchase of up to \$1.0 billion in AECOM common stock. Stock repurchases can be made through open market purchases or other methods, including pursuant to a Rule 10b5-1 plan. On November 13, 2020, the Board approved an increase in the Company’s repurchase authorization to \$1.0 billion, up from approximately \$305 million authorization in place immediately prior to such date. A summary of the repurchase activity for the three months ended September 30, 2020 is as follows:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Dollar Value that May Yet Be Purchased Under the Plans or Programs
July 1 – 31, 2020	—	\$ —	—	\$ 760,000,000
August 1 – 31, 2020	—	—	—	760,000,000
September 1 – 30, 2020	3,459,937	39.39	3,459,937	623,698,000
Total	<u>3,459,937</u>	\$ 39.39	<u>3,459,937</u>	

**ITEM 6. SELECTED FINANCIAL DATA**
**SELECTED CONSOLIDATED FINANCIAL DATA**

You should read the following selected consolidated financial data along with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and the accompanying notes, which are included in this Form 10-K. We derived the selected consolidated financial data from our audited consolidated financial statements. As discussed further in Note 3 to our consolidated financial statements, certain businesses were classified as discontinued operations in fiscal year 2020. The discontinued operations classification has been retrospectively applied to fiscal years 2019 and 2018, but not fiscal years 2017 and 2016, which may affect comparability.

	<b>Year Ended September 30,</b>				
	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>
	<b>(in millions, except share data)</b>				
<b>Consolidated Statement of Operations Data:</b>					
Revenue	\$ 13,240	\$ 13,642	\$ 13,878	\$ 18,203	\$ 17,411
Cost of revenue	12,530	13,030	13,399	17,519	16,768
Gross profit	710	612	479	684	643
Equity in earnings of joint ventures	49	49	49	142	104
General and administrative expenses	(190)	(148)	(135)	(134)	(115)
Restructuring costs	(188)	(95)	—	—	—
Gain (loss) on disposal activities	—	3	—	1	(43)
Impairment of long-lived assets	—	(25)	—	—	—
Acquisition and integration expenses	—	—	—	(39)	(214)
Income from operations	381	396	393	654	375
Other income	12	14	20	7	8
Interest expense	(160)	(161)	(201)	(232)	(258)
Income from continuing operations before income tax expense (benefit)	233	249	212	429	125
Income tax expense (benefit) from continuing operations	46	13	(4)	8	(38)
Net income from continuing operations	187	236	216	421	163
Net loss from discontinued operations	(341)	(420)	(19)	—	—
Net (loss) income	(154)	(184)	197	—	—
Net income attributable to noncontrolling interests from continuing operations	(16)	(25)	(21)	—	—
Net income attributable to noncontrolling interests from discontinued operations	(16)	(52)	(40)	—	—
Net income attributable to noncontrolling interests	(32)	(77)	(61)	—	—
Net income attributable to AECOM from continuing operations	171	211	195	421	163
Net loss attributable to AECOM from discontinued operations	(357)	(472)	(59)	—	—
Net (loss) income attributable to AECOM	<u>\$ (186)</u>	<u>\$ (261)</u>	<u>\$ 136</u>	<u>\$ 421</u>	<u>\$ 163</u>
<b>Net income attributable to AECOM per share:</b>					
Basic continuing operations per share	1.07	1.34	1.23	2.18	0.62
Basic discontinued operations per share	(2.24)	(3.00)	(0.37)	—	—
Basic	<u>\$ (1.17)</u>	<u>\$ (1.66)</u>	<u>\$ 0.86</u>	<u>\$ 2.18</u>	<u>\$ 0.62</u>
Diluted continuing operations per share	1.06	1.32	1.20	2.13	0.62
Diluted discontinued operations per share	(2.22)	(2.95)	(0.36)	—	—
Diluted	<u>\$ (1.16)</u>	<u>\$ (1.63)</u>	<u>\$ 0.84</u>	<u>\$ 2.13</u>	<u>\$ 0.62</u>
<b>Weighted average shares outstanding: (in millions)</b>					
Basic	159	157	159	156	155
Diluted	161	160	162	159	156

	Year Ended September 30,				
	2020	2019	2018	2017	2016
	(in millions, except employee data)				
<b>Other Data:</b>					
Depreciation and amortization <sup>(1)</sup>	\$ 237	\$ 261	\$ 268	\$ 279	\$ 399
Amortization expense of acquired intangible assets <sup>(2)</sup>	52	86	97	103	202
Capital expenditures, net of disposals <sup>(3)</sup>	111	83	87	78	137
Contracted backlog	\$ 19,541	\$ 17,469	\$ 15,419	\$ 24,234	\$ 23,710
Number of full-time and part-time employees <sup>(3)</sup>	54,000	86,000	87,000	87,000	87,000

(1) Includes amortization of deferred debt issuance costs.

(2) Included in depreciation and amortization above.

(3) Includes discontinued operations.

	As of September 30,				
	2020	2019	2018	2017	2016
	(in millions)				
<b>Consolidated Balance Sheet Data:</b>					
Cash and cash equivalents	\$ 1,708	\$ 886	\$ 731	\$ 802	\$ 692
Working capital	1,440	1,073	998	1,104	696
Total assets	12,999	14,551	14,681	14,397	13,670
Long-term debt excluding current portion	2,041	3,218	3,420	3,702	3,702
AECOM Stockholders' equity	3,293	3,691	4,093	3,996	3,367

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 that are not limited to historical facts, but reflect the Company's current beliefs, expectations or intentions regarding future events. These statements include forward-looking statements with respect to the Company, including the Company's business, operations and strategy, and the engineering and construction industry. Statements that are not historical facts, without limitation, including statements that use terms such as "anticipates," "believes," "expects," "estimates," "intends," "may," "plans," "potential," "projects," and "will" and that relate to future impacts caused by the Covid-19 coronavirus pandemic and the related economic instability and market volatility, including the reaction of governments to the coronavirus, including any prolonged period of travel, commercial or other similar restrictions, the delay in commencement, or temporary or permanent halting of construction, infrastructure or other projects, requirements that we remove our employees or personnel from the field for their protection, and delays or reductions in planned initiatives by our governmental or commercial clients or potential clients; future revenues, expenditures and business trends; future reduction of our self-perform at-risk construction exposure; future accounting estimates; future contractual performance obligations; future conversions of backlog; future capital allocation priorities, including common stock repurchases, future trade receivables, future debt pay downs; future post-retirement expenses; future tax benefits and expenses; future compliance with regulations; future legal claims and insurance coverage; future effectiveness of our disclosure and internal controls over financial reporting; future costs savings; and other future economic and industry conditions, are forward-looking statements. In light of the risks and uncertainties inherent in all forward-looking statements, the inclusion of such statements in this Annual Report should not be considered as a representation by us or any other person that our objectives or plans will be achieved. Although management believes that the assumptions underlying the forward-looking statements are reasonable, these assumptions and the forward-looking statements are subject to various factors, risks and uncertainties, many of which are beyond our control, including, but not limited to, our business is cyclical and vulnerable to economic downturns and client spending reductions; government shutdowns; long-term government contracts and subject to uncertainties related to government contract appropriations; governmental agencies may modify, curtail or terminate our contracts; government contracts are subject to audits and adjustments of contractual terms; losses under fixed-price contracts; limited control over operations run through our joint venture entities; liability for misconduct by our employees or consultants; failure to comply with laws or regulations applicable to our business; maintaining adequate surety and financial capacity; high leverage and potential inability to service our debt and guarantees; exposure to Brexit and tariffs; exposure to political and economic risks in different countries; currency exchange rate fluctuations; retaining and recruiting key technical and management personnel; legal claims; inadequate insurance coverage; environmental law compliance and inadequate nuclear indemnification; unexpected adjustments and cancellations related to our backlog; partners and third parties who may fail to satisfy their legal obligations; managing pension costs; AECOM Capital's real estate development; cybersecurity issues, IT outages and data privacy; risks associated with the benefits and costs of the Management Services transaction, including the risk that the expected benefits of the Management Services transaction or any contingent purchase price will not be realized within the expected time frame, in full or at all; the risk that costs of restructuring transactions and other costs incurred in connection with the Management Services transaction will exceed our estimates or otherwise adversely affect our business or operations; as well as other additional risks and factors discussed in this Annual Report on Form 10-K and any subsequent reports we file with the SEC. Accordingly, actual results could differ materially from those contemplated by any forward-looking statement.

All subsequent written and oral forward-looking statements concerning the Company or other matters attributable to the Company or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements above. You are cautioned not to place undue reliance on these forward-looking statements, which speak only to the date they are made. The Company is under no obligation (and expressly disclaims any such obligation) to update or revise any forward-looking statement that may be made from time to time, whether as a result of new information, future developments or otherwise. Please review "Part I, Item 1A—Risk Factors" in this Annual Report for a discussion of the factors, risks and uncertainties that could affect our future results.

Our fiscal year consists of 52 or 53 weeks, ending on the Friday closest to September 30. For clarity of presentation, we present all periods as if the year ended on September 30. We refer to the fiscal year ended September 30, 2019 as "fiscal 2019" and the fiscal year ended September 30, 2020 as "fiscal 2020." Fiscal years 2020, 2019, and 2018 each contained 53, 52, and 52 weeks, respectively, and ended on October 2, September 27, and September 28, respectively.

## Overview

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

Our business focuses primarily on providing fee-based planning, consulting, architectural and engineering design services and, therefore, our business is labor intensive. We primarily derive income from our ability to generate revenue and collect cash from our clients through the billing of our employees' time spent on client projects and our ability to manage our costs. AECOM Capital primarily derives its income from real estate development sales and management fees.

During the first quarter of fiscal 2020, we reorganized our operating and reporting structure to better align with our ongoing professional services business. This reorganization better reflected our continuing operations after the sale of our Management Services segment and planned disposal of our self-perform at-risk construction businesses, including our civil infrastructure, power, and oil & gas construction businesses. Our Management Services and self-perform at-risk construction businesses were part of our former Management Services segment and a substantial portion of our former Construction Services segment, respectively. These businesses are classified as discontinued operations in all periods presented.

We report our continuing business through three segments: Americas, International, and AECOM Capital (ACAP). Such segments are organized by the differing specialized needs of the respective clients, and how we manage the business. We have aggregated various operating segments into our reportable segments based on their similar characteristics, including similar long-term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers.

Our Americas segment delivers planning, consulting, architectural and engineering design, and construction management services to commercial and government clients in the United States, Canada, and Latin America in major end markets such as transportation, water, government, facilities, environmental, and energy. Our International segment delivers planning, consulting, and architectural and engineering design services to commercial and government clients in Europe, the Middle East, Africa, and the Asia-Pacific regions in major end markets such as transportation, water, government, facilities, environmental, and energy. Revenue for these two segments is primarily derived from fees for services we provide.

Our ACAP segment primarily invests in and develops real estate projects. ACAP typically partners with investors and experienced developers as co-general partners. ACAP may, but is not required to, enter into contracts with our other AECOM affiliates to provide design, engineering, construction management, development and operations, and maintenance services for ACAP funded projects.

Our revenue is dependent on our ability to attract and retain qualified and productive employees, identify business opportunities, integrate and maximize the value of our recent acquisitions, allocate our labor resources to profitable and high growth markets, secure new contracts, and renew existing client agreements. Demand for our services is cyclical and may be vulnerable to sudden economic downturns and reductions in government and private industry spending, which may result in clients delaying, curtailing or canceling proposed and existing projects. Moreover, as a professional services company, maintaining the high quality of the work generated by our employees is integral to our revenue generation and profitability.

Our costs consist primarily of the compensation we pay to our employees, including salaries, fringe benefits, the costs of hiring subcontractors, other project-related expenses and sales, general and administrative costs.

The U.S. federal government has proposed significant legislative and executive infrastructure initiatives that, if enacted, could have a positive impact to our infrastructure business.

Regarding our capital allocation policy, on November 13, 2020, the Board approved an increase in our repurchase authorization to \$1.0 billion, up from the approximately \$305 million authorization in place immediately prior to such date. We intend to deploy future available cash towards stock repurchases consistent with our capital allocation policy.

In July 2020, we drew \$248.5 million on our secured delayed draw term loan facility for the purpose of redeeming all of the URS 5.00% Senior Notes due 2022 (2022 URS Senior Notes).

We expect to exit the self-perform at-risk construction and non-core oil and gas markets. We are in the process of exiting more than 30 countries, subject to applicable laws, as part of our ongoing plan to improve profitability and reduce our risk profile, and we continue to evaluate our geographic exposure as part of such plan.

We expect to incur restructuring costs of approximately \$30 million to \$50 million in fiscal 2021 primarily related to previously announced restructuring actions that are expected to deliver continued margin improvement and efficiencies. Total cash costs for these restructuring actions are expected to be approximately \$30 million to \$50 million.

### **Covid-19 Coronavirus Impacts**

The impact of the coronavirus pandemic and measures to prevent its spread are affecting our businesses in a number of ways:

- The coronavirus and accompanying economic effects are expected to reduce demand for our services and impact client spending in certain circumstances; however, the uncertain nature of the coronavirus and its duration make it difficult for us to predict and quantify such impact.
- We have restricted non-essential business travel, required employees to work remotely where appropriate, reduced salaries or furloughed employees, reduced non-essential spending and limited physical interactions with our clients.
- Non-essential construction and work on other client projects has been temporarily halted in certain jurisdictions.
- Some contractual agreements are unable to be performed preventing us from making or receiving payments.
- The coronavirus has made accessing the capital markets and engaging in business and client development more difficult.
- The coronavirus has made estimating the future performance of our business and mitigating the adverse financial impact of these developments on our business operations more difficult.
- State and local budget shortfalls in the U.S. have negatively impacted our pipeline of pursuits and the pace of award activity.
- Certain markets, such as the U.K., Middle East, and Southeast Asia, are experiencing project delays that have impacted our performance and results.
- During the second half of fiscal 2020, we benefited from government subsidies of approximately \$23.2 million, which were received under various programs related to retaining employees.

## Acquisitions

The aggregate value of all consideration for our acquisitions consummated during the year ended September 30, 2018 was \$5.6 million. There were no acquisitions consummated during the years ended September 30, 2020 and 2019.

All of our acquisitions have been accounted for as business combinations and the results of operations of the acquired companies have been included in our consolidated results since the dates of the acquisitions.

## Components of Income and Expense

	Year Ended September 30,				
	2020	2019	2018 (in millions)	2017	2016
<b>Other Financial Data:</b>					
Revenue	\$ 13,240	\$ 13,642	\$ 13,878	\$ 18,203	\$ 17,411
Cost of revenue	12,530	13,030	13,399	17,519	16,768
Gross profit	710	612	479	684	643
Equity in earnings of joint ventures	49	49	49	142	104
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Restructuring cost	(188)	(95)	—	—	—
Gain (loss) on disposal activities	—	3	—	1	(43)
Impairment of long-lived assets	—	(25)	—	—	—
Acquisition and integration expenses	—	—	—	(39)	(214)
Income from operations	<u>\$ 381</u>	<u>\$ 396</u>	<u>\$ 393</u>	<u>\$ 654</u>	<u>\$ 375</u>

### Revenue

We generate revenue primarily by providing planning, consulting, architectural and engineering design services to commercial and government clients around the world. Our revenue consists of both services provided by our employees and pass-through fees from subcontractors and other direct costs. We generally recognize revenue over time as performance obligations are satisfied and control over promised goods or services are transferred to our customers. We generally measure progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred.

### Cost of Revenue

Cost of revenue reflects the cost of our own personnel (including fringe benefits and overhead expense) associated with revenue.

### Amortization Expense of Acquired Intangible Assets

Included in our cost of revenue is amortization of acquired intangible assets. We have ascribed value to identifiable intangible assets other than goodwill in our purchase price allocations for companies we have acquired. These assets include, but are not limited to, backlog and customer relationships. To the extent we ascribe value to identifiable intangible assets that have finite lives, we amortize those values over the estimated useful lives of the assets. Such amortization expense, although non-cash in the period expensed, directly impacts our results of operations. It is difficult to predict with any precision the amount of expense we may record relating to acquired intangible assets.

### Equity in Earnings of Joint Ventures

Equity in earnings of joint ventures includes our portion of fees charged by our unconsolidated joint ventures to clients for services performed by us and other joint venture partners along with earnings we receive from our return on investments in unconsolidated joint ventures.



***General and Administrative Expenses***

General and administrative expenses include corporate expenses, including personnel, occupancy, and administrative expenses.

***Acquisition and Integration Expenses***

Acquisition and integration expenses are comprised of transaction costs, professional fees, and personnel costs, including due diligence and integration activities, primarily related to business acquisitions.

***Goodwill Impairment***

See Critical Accounting Policies and Consolidated Results below.

***Income Tax Expense (Benefit)***

As a global enterprise, income tax expense/(benefit) and our effective tax rates can be affected by many factors, including changes in our worldwide mix of pre-tax losses/earnings, the effect of non-controlling interest in income of consolidated subsidiaries, the extent to which the earnings are indefinitely reinvested outside of the United States, our acquisition strategy, tax incentives and credits available to us, changes in judgment regarding the realizability of our deferred tax assets, changes in existing tax laws and our assessment of uncertain tax positions. Our tax returns are routinely audited by the taxing authorities and settlements of issues raised in these audits can also sometimes affect our effective tax rate.

***Geographic Information***

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

**Critical Accounting Policies**

Our financial statements are presented in accordance with accounting principles generally accepted in the United States (GAAP). Highlighted below are the accounting policies that management considers significant to understanding the operations of our business.

***Revenue Recognition***

Our accounting policies establish principles for recognizing revenue upon the transfer of control of promised goods or services to customers. We generally recognize revenues over time as performance obligations are satisfied. We generally measure our progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. In the course of providing these services, we routinely subcontract for services and incur other direct cost on behalf of our clients. These costs are passed through to clients, and in accordance with accounting rules, are included in our revenue and cost of revenue.

Revenue recognition and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates. Additionally, we are required to make estimates for the amount of consideration to be received, including bonuses, awards, incentive fees, claims, unpriced change orders, penalties and liquidated damages. Variable consideration is included in the estimate of transaction price only to the extent that a significant reversal would not be probable. We continuously monitor factors that may affect the quality of our estimates, and material changes in estimates are disclosed accordingly.

### ***Claims Recognition***

Claims are amounts in excess of the agreed contract price (or amounts not included in the original contract price) that we seek to collect from customers or others for delays, errors in specifications and designs, contract terminations, change orders in dispute or unapproved contracts as to both scope and price or other causes of unanticipated additional costs. We record contract revenue related to claims only if it is probable that the claim will result in additional contract revenue and only to the extent that a significant reversal would not be probable. The amounts recorded, if material, are disclosed in the notes to the financial statements. Costs attributable to claims are treated as costs of contract performance as incurred.

### ***Government Contract Matters***

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

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

### ***Allowance for Doubtful Accounts***

We record accounts receivable net of an allowance for doubtful accounts. This allowance for doubtful accounts is estimated based on management's evaluation of the contracts involved and the financial condition of our clients. The factors we consider in our contract evaluations include, but are not limited to:

- Client type—federal or state and local government or commercial client;
- Historical contract performance;
- Historical collection and delinquency trends;
- Client credit worthiness; and
- General economic conditions.

### ***Contract Assets and Contract Liabilities***

Contract assets represent the contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the period end.

Contract liabilities represent the billings to date, as allowed under the terms of a contract, but not yet recognized as contract revenue using our revenue recognition policy.

### ***Investments in Unconsolidated Joint Ventures***

We have noncontrolling interests in joint ventures accounted for under the equity method. Fees received for and the associated costs of services performed by us and billed to joint ventures with respect to work done by us for third-party customers are recorded as our revenues and costs in the period in which such services are rendered. In certain joint ventures, a fee is added to the respective billings from both us and the other joint venture partners on the amounts billed to the third-party customers. These fees result in earnings to the joint venture and are split with each of the joint venture partners and paid to the joint venture partners upon collection from the third-party customer. We record our allocated share of these fees as equity in earnings of joint ventures.

Additionally, our ACAP segment primarily invests in real estate projects.

### ***Income Taxes***

We provide for income taxes in accordance with principles contained in ASC Topic 740, Income Taxes. Under these principles, we recognize the amount of income tax payable or refundable for the current year and deferred tax assets and liabilities for the future tax consequences of events that have been recognized in our financial statements or tax returns.

Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period when the new rate is enacted. Deferred tax assets are evaluated for future realization and reduced by a valuation allowance if it is more likely than not that a portion will not be realized.

We measure and recognize the amount of tax benefit that should be recorded for financial statement purposes for uncertain tax positions taken or expected to be taken in a tax return. With respect to uncertain tax positions, we evaluate the recognized tax benefits for recognition, measurement, derecognition, classification, interest and penalties, interim period accounting and disclosure requirements. Judgment is required in assessing the future tax consequences of events that have been recognized in our financial statements or tax returns.

*Valuation Allowance.* Deferred income taxes are provided on the liability method whereby deferred tax assets and liabilities are established for the difference between the financial reporting and income tax basis of assets and liabilities, as well as for tax attributes such as operating loss and tax credit carryforwards. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and tax rates on the date of enactment of such changes to laws and tax rates.

Deferred tax assets are reduced by a valuation allowance when, in our opinion, it is more likely than not that some portion or all of the deferred tax assets may not be realized. The evaluation of the recoverability of the deferred tax asset requires the Company to weigh all positive and negative evidence to reach a conclusion that it is more likely than not that all or some portion of the deferred tax assets will not be realized. The weight given to the evidence is commensurate with the extent to which it can be objectively verified. Whether a deferred tax asset may be realized requires considerable judgment by us. In considering the need for a valuation allowance, we consider a number of factors including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Whether a deferred tax asset will ultimately be realized is also dependent on varying factors, including, but not limited to, changes in tax laws and audits by tax jurisdictions in which we operate.

If future changes in judgment regarding the realizability of our deferred tax assets lead us to determine that it is more likely than not that we will not realize all or part of our deferred tax asset in the future, we will record an additional valuation allowance. Conversely, if a valuation allowance exists and we determine that the ultimate realizability of all or part of the net deferred tax asset is more likely than not to be realized, then the amount of the valuation allowance will be reduced. This adjustment will increase or decrease income tax expense in the period of such determination.

*Undistributed Non-U.S. Earnings.* The results of our operations outside of the United States are consolidated for financial reporting; however, earnings from investments in non-U.S. operations are included in domestic U.S. taxable income only when actually or constructively received. No deferred taxes have been provided on the undistributed gross book-tax basis differences of our non-U.S. operations of approximately \$1.5 billion because we have the ability to and intend to permanently reinvest these basis differences overseas. If we were to repatriate these basis differences, additional taxes could be due at that time.

We continually explore initiatives to better align our tax and legal entity structure with the footprint of our non-U.S. operations and we recognize the tax impact of these initiatives, including changes in assessment of its uncertain tax positions, indefinite reinvestment exception assertions and realizability of deferred tax assets, earliest in the period when management believes all necessary internal and external approvals associated with such initiatives have been obtained, or when the initiatives are materially complete.

### ***Goodwill and Acquired Intangible Assets***

Goodwill represents the excess of amounts paid over the fair value of net assets acquired from an acquisition. In order to determine the amount of goodwill resulting from an acquisition, we perform an assessment to determine the value of the acquired company's tangible and identifiable intangible assets and liabilities. In our assessment, we determine whether identifiable intangible assets exist, which typically include backlog and customer relationships.

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

During the impairment test, we estimate the fair value of the reporting unit using income and market approaches, and compare that amount to the carrying value of that reporting unit. In the event the fair value of the reporting unit is determined to be less than the carrying value, goodwill is impaired, and an impairment loss is recognized equal to the excess, limited to the total amount of goodwill allocated to the reporting unit.

The impairment evaluation process includes, among other things, making assumptions about variables such as revenue growth rates, profitability, discount rates, and industry market multiples, which are subject to a high degree of judgment.

Material assumptions used in the impairment analysis included the weighted average cost of capital (WACC) percent and terminal growth rates. For example, as of September 30, 2020, a 1% increase in the WACC rate represents a \$500 million decrease to the fair value of our reporting units. As of September 30, 2020, a 1% decrease in the terminal growth rate represents a \$200 million decrease to the fair value of our reporting units.

### ***Pension Benefit Obligations***

A number of assumptions are necessary to determine our pension liabilities and net periodic costs. These liabilities and net periodic costs are sensitive to changes in those assumptions. The assumptions include discount rates, long-term rates of return on plan assets and inflation levels limited to the United Kingdom and are generally determined based on the current economic environment in each host country at the end of each respective annual reporting period. We evaluate the funded status of each of our retirement plans using these current assumptions and determine the appropriate funding level considering applicable regulatory requirements, tax deductibility, reporting considerations and other factors. Based upon current assumptions, we expect to contribute \$28.4 million to our international plans in fiscal 2021. Our required minimum contributions for our U.S. qualified plans are not significant. In addition, we may make additional discretionary contributions. We currently expect to contribute \$12.2 million to our U.S. plans (including benefit payments to nonqualified plans and postretirement medical plans) in fiscal 2021. If the discount rate was reduced by 25 basis points, plan liabilities would increase by approximately \$75.2 million. If the discount rate and return on plan assets were reduced by 25 basis points, plan expense would decrease by approximately \$0.1 million and increase by approximately \$3.0 million, respectively. If inflation increased by 25 basis points, plan liabilities in the United Kingdom would increase by approximately \$35.0 million and plan expense would increase by approximately \$1.9 million.

At each measurement date, all assumptions are reviewed and adjusted as appropriate. With respect to establishing the return on assets assumption, we consider the long term capital market expectations for each asset class held as an investment by the various pension plans. In addition to expected returns for each asset class, we take into account standard deviation of returns and correlation between asset classes. This is necessary in order to generate a distribution of possible returns which reflects diversification of assets. Based on this information, a distribution of possible returns is generated based on the plan's target asset allocation.

Capital market expectations for determining the long term rate of return on assets are based on forward-looking assumptions which reflect a 20-year view of the capital markets. In establishing those capital market assumptions and expectations, we rely on the assistance of our actuaries and our investment consultants. We and the plan trustees review whether changes to the various plans' target asset allocations are appropriate. A change in the plans' target asset allocations would likely result in a change in the expected return on asset assumptions. In assessing a plan's asset allocation strategy, we and the plan trustees consider factors such as the structure of the plan's liabilities, the plan's funded status, and the impact of the asset allocation to the volatility of the plan's funded status, so that the overall risk level resulting from our defined benefit plans is appropriate within our risk management strategy.

Between September 30, 2019 and September 30, 2020, the aggregate worldwide pension deficit increased from \$366.1 million to \$406.0 million due to decreased discount rates. If the various plans do not experience future investment gains to reduce this shortfall, the deficit will be reduced by additional contributions.

### ***Accrued Professional Liability Costs***

We carry professional liability insurance policies or self-insure for our initial layer of professional liability claims under our professional liability insurance policies and for a deductible for each claim even after exceeding the self-insured retention. We accrue for our portion of the estimated ultimate liability for the estimated potential incurred losses. We establish our estimate of loss for each potential claim in consultation with legal counsel handling the specific matters and based on historic trends taking into account recent events. We also use an outside actuarial firm to assist us in estimating our future claims exposure. It is possible that our estimate of loss may be revised based on the actual or revised estimate of liability of the claims.

### ***Foreign Currency Translation***

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

We limit exposure to foreign currency fluctuations in most of our contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, we generally do not need to hedge foreign currency cash flows for contract work performed. However, we will use foreign exchange derivative financial instruments from time to time to mitigate foreign currency risk. The functional currency of all significant foreign operations is the respective local currency.

*Fiscal year ended September 30, 2020 compared to the fiscal year ended September 30, 2019*

**Consolidated Results**

	Fiscal Year Ended		Change	
	September 30, 2020	September 30, 2019 (\$ in millions)	\$	%
Revenue	\$ 13,240.0	\$ 13,642.5	\$ (402.5)	(3.0)%
Cost of revenue	12,530.4	13,030.8	(500.4)	(3.8)
Gross profit	709.6	611.7	97.9	16.0
Equity in earnings of joint ventures	48.8	49.3	(0.5)	(1.1)
General and administrative expenses	(188.6)	(148.2)	(40.4)	27.3
Restructuring cost	(188.3)	(95.4)	(92.9)	97.3
Gain on disposal activities	—	3.6	(3.6)	(100.0)
Impairment of long-lived assets	—	(24.9)	24.9	(100.0)
Income from operations	381.5	396.1	(14.6)	(3.7)
Other income	11.1	14.6	(3.5)	(24.0)
Interest expense	(160.0)	(161.5)	1.5	(1.0)
Income from continuing operations before income tax expense	232.6	249.2	(16.6)	(6.6)
Income tax expense from continuing operations	45.7	13.5	32.2	239.0
Net income from continuing operations	186.9	235.7	(48.8)	(20.7)
Net loss from discontinued operations	(340.6)	(419.7)	79.1	(18.8)
Net loss	(153.7)	(184.0)	30.3	(16.4)
Net income attributable to noncontrolling interests from continuing operations	(16.5)	(24.7)	8.2	(33.6)
Net income attributable to noncontrolling interests from discontinued operations	(16.2)	(52.4)	36.2	(69.0)
Net income attributable to noncontrolling interests	(32.7)	(77.1)	44.4	(57.7)
Net income attributable to AECOM from continuing operations	170.4	211.0	(40.6)	(19.2)
Net loss attributable to AECOM from discontinued operations	(356.8)	(472.1)	115.3	(24.4)
Net loss attributable to AECOM	\$ (186.4)	\$ (261.1)	\$ 74.7	(28.6)%

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

	<b>Fiscal Year Ended</b>	
	<b>September 30, 2020</b>	<b>September 30, 2019</b>
Revenue	100.0 %	100.0 %
Cost of revenue	94.6	95.5
Gross profit	5.4	4.5
Equity in earnings of joint ventures	0.4	0.4
General and administrative expenses	(1.5)	(1.1)
Restructuring costs	(1.4)	(0.7)
Gain on disposal activities	0.0	0.0
Impairment of long-lived assets	0.0	(0.2)
Income from operations	2.9	2.9
Other income	0.1	0.1
Interest expense	(1.2)	(1.2)
Income from continuing operations before income tax expense	1.8	1.8
Income tax expense from continuing operations	0.4	0.1
Net income from continuing operations	1.4	1.7
Net loss from discontinued operations	(2.6)	(3.0)
Net loss	(1.2)	(1.3)
Net income attributable to noncontrolling interests from continuing operations	(0.1)	(0.2)
Net income attributable to noncontrolling interests from discontinued operations	(0.1)	(0.4)
Net income attributable to noncontrolling interests	(0.2)	(0.6)
Net income attributable to AECOM from continuing operations	1.3	1.5
Net loss attributable to AECOM from discontinued operations	(2.7)	(3.4)
Net loss attributable to AECOM	(1.4)%	(1.9)%

**Revenue**

Our revenue for the year ended September 30, 2020 decreased \$402.5 million, or 3.0%, to \$13,240.0 million as compared to \$13,642.5 million for the corresponding period last year.

The decrease in revenue for the year ended September 30, 2020 was primarily attributable to decreases in our Americas segment of \$251.1 million and in our International segment of \$150.0 million, as discussed further below.

In the course of providing our services, we routinely subcontract for services and incur other direct costs on behalf of our clients. These costs are passed through to clients and, in accordance with industry practice and GAAP, are included in our revenue and cost of revenue. Because subcontractor and other direct costs can change significantly from project to project and period to period, changes in revenue may not be indicative of business trends. Subcontractor and other direct costs for the years ended September 30, 2020 and 2019 were \$7.1 billion and \$7.4 billion, respectively. Subcontractor costs and other direct costs as a percentage of revenue was 54% during the year ended September 30, 2020 and the year ended September 30, 2019.

**Gross Profit**

Our gross profit for the year ended September 30, 2020 increased \$97.9 million, or 16.0%, to \$709.6 million as compared to \$611.7 million for the corresponding period last year. For the year ended September 30, 2020, gross profit, as a percentage of revenue, increased to 5.4% from 4.5% in the year ended September 30, 2019.

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

***Equity in Earnings of Joint Ventures***

Our equity in earnings of joint ventures for the year ended September 30, 2020 was \$48.8 million as compared to \$49.3 million in the corresponding period last year.

***General and Administrative Expenses***

Our general and administrative expenses for the year ended September 30, 2020 increased \$40.4 million, or 27.3%, to \$188.6 million as compared to \$148.2 million for the corresponding period last year. For the year ended September 30, 2020, general and administrative expenses increased to 1.5% from 1.1% for the year ended September 30, 2019.

The increase in general and administrative expenses was primarily due to the accelerated depreciation of a project management tool.

***Restructuring Costs***

In the first quarter of fiscal 2019, we commenced a restructuring plan to improve profitability. We incurred additional restructuring costs in fiscal 2020 primarily related to optimizing our cost structure and eliminating overhead costs as a result of the sale of the Management Services business and the exit of our self-perform at-risk construction business. During the year ended September 30, 2020, we incurred restructuring expenses of \$188.3 million, primarily related to personnel costs. During the year ended September 30, 2019, we incurred restructuring expenses of \$95.4 million.

***Gain on Disposal Activities***

Gain on disposal activities in the accompanying statements of operations for the year ended September 30, 2019 was \$3.6 million. The gain on disposal activities in the year ended September 30, 2019 primarily relates to the sale of certain non-core assets as part of our plan to improve profitability and reduce our risk profile.

***Impairment of Long-Lived Assets***

Impairment of long-lived assets was \$24.9 million for the year ended September 30, 2019. The impairment of long lived assets was primarily related to leasehold improvements that were no longer recoverable. The impairment loss did not repeat in fiscal year 2020.

***Other Income***

Our other income for the year ended September 30, 2020 decreased \$3.5 million to \$11.1 million as compared to \$14.6 million for the corresponding period last year.

Other income is primarily comprised of interest income.

***Interest Expense***

Our interest expense for the year ended September 30, 2020 was \$160.0 million as compared to \$161.5 million for the corresponding period last year.

The decrease in interest expense for the year ended September 30, 2020 was primarily due to lower average outstanding debt during the period.



### ***Income Tax Expense***

Our income tax expense for the year ended September 30, 2020 was \$45.8 million compared to \$13.5 million for the year ended September 30, 2019. The increase in tax expense for the year ended September 30, 2020, compared to the corresponding period last year, is due primarily to a decrease in benefit of \$10.6 million related to changes in valuation allowances and an increase in tax expense of \$8.2 million related to nondeductible costs, and an increase in tax expense related to foreign rate differential of \$6.3 million.

During fiscal 2020, management approved a tax planning strategy and we restructured certain operations in Canada which resulted in the release of a valuation allowance related to net operating losses and other deferred tax assets in the amount of \$31.7 million. We are now forecasting the utilization of the net operating losses within the foreseeable future. The new positive evidence was evaluated against any negative evidence to determine the valuation allowance was no longer needed.

During fiscal 2019, a valuation allowance in the amount of \$38.1 million related to foreign tax credits was released due to sufficient positive evidence obtained during the fiscal year. The positive evidence included the issuance of regulations related to the Tax Act and forecasting the utilization of the foreign tax credits within the foreseeable future.

We are currently under tax audit in several jurisdictions including the U.S. and believe the outcomes which are reasonably possible within the next twelve months, including lapses in statutes of limitations, could result in future adjustments, but will not result in a material change in the liability for uncertain tax positions.

We regularly integrate and consolidate our business operations and legal entity structure, and such internal initiatives could impact the assessment of uncertain tax positions, indefinite reinvestment assertions and the realizability of deferred tax assets.

### ***Net Loss From Discontinued Operations***

During the first quarter of fiscal 2020, management approved a plan to dispose via sale our Management Services business and our self-perform at-risk construction businesses. As a result of these strategic actions, the Management Services and self-perform at-risk construction businesses were classified as discontinued operations. That classification was applied retrospectively for all periods presented.

Net loss from discontinued operations decreased \$79.1 million to \$340.6 million from \$419.7 million for the years ended September 30, 2020 and 2019, respectively. The decrease in net loss from discontinued operations for the year ended September 30, 2020 was primarily due to a \$161.9 million gain recorded on the disposal of our Management Services business. The gain was offset by impairment of goodwill of approximately \$83.6 million related to the self-perform at-risk construction business, and a \$247.2 million loss related to the remeasurement of the businesses within discontinued operations based on estimated fair values less costs to sell. Net loss from discontinued operations for the year ended September 30, 2019 included a goodwill impairment of \$588.0 million related to a reduction in estimated fair value of our at-risk construction businesses and a reduction in our self-perform at-risk construction exposure.

### ***Net Loss Attributable to AECOM***

The factors described above resulted in the net loss attributable to AECOM of \$186.4 million for the year ended September 30, 2020, as compared to the net loss attributable to AECOM of \$261.1 million for the year ended September 30, 2019.

**Results of Operations by Reportable Segment**

**Americas**

	Fiscal Year Ended			
	September 30, 2020	September 30, 2019	Change	
	(in millions)			
	\$	\$	\$	%
Revenue	\$ 10,131.5	\$ 10,382.6	\$ (251.1)	(2.4)%
Cost of revenue	9,551.0	9,871.1	(320.1)	(3.2)
Gross profit	<u>\$ 580.5</u>	<u>\$ 511.5</u>	<u>\$ 69.0</u>	<u>13.5 %</u>

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

	Fiscal Year Ended	
	September 30, 2020	September 30, 2019
Revenue	100.0 %	100.0 %
Cost of revenue	94.3	95.1
Gross profit	<u>5.7 %</u>	<u>4.9 %</u>

**Revenue**

Revenue for our Americas segment for the year ended September 30, 2020 decreased \$251.1 million, or 2.4%, to \$10,131.5 million as compared to \$10,382.6 million for the corresponding period last year.

The decrease in revenue for the year ended September 30, 2020 was primarily driven by near-term headwinds from the coronavirus pandemic and lower oil and gas prices.

**Gross Profit**

Gross profit for our Americas segment for the year ended September 30, 2020 increased \$69.0 million, or 13.5%, to \$580.5 million as compared to \$511.5 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 5.7% of revenue for the year ended September 30, 2020 from 4.9% in the corresponding period last year.

The increase in gross profit and gross profit as a percentage of revenue for the year ended September 30, 2020 were primarily due to reduced costs resulting from restructuring activities that commenced during the prior year.

**International**

	Fiscal Year Ended			
	September 30, 2020	September 30, 2019	Change	
	(in millions)			
	\$	\$	\$	%
Revenue	\$ 3,101.7	\$ 3,251.7	\$ (150.0)	(4.6)%
Cost of revenue	2,979.5	3,159.8	(180.3)	(5.7)
Gross profit	<u>\$ 122.2</u>	<u>\$ 91.9</u>	<u>\$ 30.3</u>	<u>33.0 %</u>

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

	Fiscal Year Ended	
	September 30, 2020	September 30, 2019
Revenue	100.0 %	100.0 %
Cost of revenue	96.1	97.2
Gross profit	3.9 %	2.8 %

**Revenue**

Revenue for our International segment for the year ended September 30, 2020 decreased \$150.0 million, or 4.6%, to \$3,101.7 million as compared to \$3,251.7 million for the corresponding period last year.

The decrease in revenue for the year ended September 30, 2020 was primarily attributable to declines in the United Kingdom and Greater China regions due to downtime caused by the impact of the coronavirus pandemic in those regions and the Middle East was impacted by lower oil and gas prices.

**Gross Profit**

Gross profit for our International segment for the year ended September 30, 2020 increased \$30.3 million, or 33.0%, to \$122.2 million as compared to \$91.9 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 3.9% of revenue for the year ended September 30, 2020 from 2.8% in the corresponding period last year.

The increase in gross profit and gross profit as a percentage of revenue for the year ended September 30, 2020 was primarily due to reduced costs resulting from restructuring activities that commenced during the prior year.

**AECOM Capital**

	Fiscal Year Ended			
	September 30, 2020	September 30, 2019	Change	
			\$	%
	(in millions)			
Revenue	\$ 6.8	\$ 8.2	\$ (1.4)	(17.1)%
Equity in earnings of joint ventures	\$ 14.7	\$ 17.7	\$ (3.0)	(16.9)
General and administrative expenses	\$ (8.6)	\$ (5.0)	\$ (3.6)	72.0 %

\* NM - Not Meaningful

*Fiscal year ended September 30, 2019 compared to the fiscal year ended September 30, 2018*

**Consolidated Results**

	Fiscal Year Ended		Change	
	September 30, 2019	September 30, 2018	\$	%
	(\$ in millions)			
Revenue	\$ 13,642.5	\$ 13,878.3	\$ (235.8)	(1.7)%
Cost of revenue	13,030.8	13,399.3	(368.5)	(2.8)
Gross profit	611.7	479.0	132.7	27.7
Equity in earnings of joint ventures	49.3	49.4	(0.1)	(0.1)
General and administrative expenses	(148.2)	(135.8)	(12.4)	9.1
Restructuring cost	(95.4)	—	(95.4)	0.0
Gain on disposal activities	3.6	—	3.6	0.0
Impairment of long-lived assets	(24.9)	—	(24.9)	0.0
Income from operations	396.1	392.6	3.5	0.9
Other income	14.6	20.6	(6.0)	(29.4)
Interest expense	(161.5)	(201.0)	39.5	(19.7)
Income from continuing operations before income tax expense (benefit)	249.2	212.2	37.0	17.4
Income tax expense (benefit) from continuing operations	13.5	(3.5)	17.0	(486.3)
Net income from continuing operations	235.7	215.7	20.0	9.3
Net loss from discontinued operations	(419.7)	(18.6)	(401.1)	NM
Net (loss) income	(184.0)	197.1	(381.1)	(193.3)
Net income attributable to noncontrolling interests from continuing operations	(24.7)	(20.2)	(4.5)	22.3
Net income attributable to noncontrolling interests from discontinued operations	(52.4)	(40.4)	(12.0)	29.4
Net income attributable to noncontrolling interests	(77.1)	(60.6)	(16.5)	27.0
Net income attributable to AECOM from continuing operations	211.0	195.5	15.5	7.9
Net loss attributable to AECOM from discontinued operations	(472.1)	(59.0)	(413.1)	699.5
Net (loss) income attributable to AECOM	<u>\$ (261.1)</u>	<u>\$ 136.5</u>	<u>\$ (397.6)</u>	<u>(291.3)%</u>

\*NM - Not Meaningful

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

	<b>Fiscal Year Ended</b>	
	<b>September 30, 2019</b>	<b>September 30, 2018</b>
Revenue	100.0 %	100.0 %
Cost of revenue	95.5	96.5
Gross profit	4.5	3.5
Equity in earnings of joint ventures	0.4	0.4
General and administrative expenses	(1.1)	(1.1)
Restructuring costs	(0.7)	0.0
Gain on disposal activities	0.0	0.0
Impairment of long-lived assets	(0.2)	0.0
Income from operations	2.9	2.8
Other income	0.1	0.1
Interest expense	(1.2)	(1.4)
Income from continuing operations before income tax expense (benefit)	1.8	1.5
Income tax expense (benefit) from continuing operations	0.1	(0.1)
Net income from continuing operations	1.7	1.6
Net loss from discontinued operations	(3.0)	(0.2)
Net (loss) income	(1.3)	1.4
Net income attributable to noncontrolling interests from continuing operations	(0.2)	(0.1)
Net income attributable to noncontrolling interests from discontinued operations	(0.4)	(0.3)
Net income attributable to noncontrolling interests	(0.6)	(0.4)
Net income attributable to AECOM from continuing operations	1.5	1.5
Net loss attributable to AECOM from discontinued operations	(3.4)	(0.5)
Net (loss) income attributable to AECOM	(1.9)%	1.0 %

**Revenue**

Our revenue for the year ended September 30, 2019 decreased \$235.8 million, or 1.7%, to \$13,642.5 million as compared to \$13,878.3 million for the year ended September 30, 2018.

The decrease in revenue for the year ended September 30, 2019 was primarily attributable to a decrease in our subcontractor activity for residential high-rise buildings in New York City compared to the prior year.

In the course of providing our services, we routinely subcontract for services and incur other direct costs on behalf of our clients. These costs are passed through to clients and, in accordance with industry practice and GAAP, are included in our revenue and cost of revenue. Because subcontractor and other direct costs can change significantly from project to project and period to period, changes in revenue may not be indicative of business trends. Subcontractor and other direct costs for the years ended September 30, 2019 and 2018 were \$7.4 billion and \$7.7 billion, respectively. Subcontractor costs and other direct costs as a percentage of revenue decreased to 54% during the year ended September 30, 2019 compared with 56% during the year ended September 30, 2018.

**Gross Profit**

Our gross profit for the year ended September 30, 2019 increased \$132.7 million, or 27.7%, to \$611.7 million as compared to \$479.0 million for the year ended September 30, 2018. For the year ended September 30, 2019, gross profit, as a percentage of revenue, increased to 4.5% from 3.5% in the year ended September 30, 2018.

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

***Equity in Earnings of Joint Ventures***

Our equity in earnings of joint ventures for the year ended September 30, 2019 was \$49.3 million as compared to \$49.4 million in the year ended September 30, 2018.

***General and Administrative Expenses***

Our general and administrative expenses for the year ended September 30, 2019 increased \$12.4 million, or 9.1%, to \$148.2 million as compared to \$135.8 million for the year ended September 30, 2018. For the year ended September 30, 2019, general and administrative expenses remained at 1.1% for the years ended September 30, 2019 and 2018.

***Restructuring Costs***

In the first quarter of fiscal 2019, we commenced a restructuring plan to improve profitability. During the year ended September 30, 2019, we incurred restructuring expenses of \$95.4 million. We expect to achieve approximately \$225 million of annual cost savings, which is expected to contribute to \$150 million of cost savings in fiscal 2020.

***Gain on Disposal Activities***

Gain on disposal activities in the accompanying statements of operations for the year ended September 30, 2019 was \$3.6 million for the year ended September 30, 2018. The gain on disposal activities primarily relates to incremental gains on the sale of specific non-core oil and gas assets in North America from our CS segment previously classified as assets held for sale.

***Impairment of Long-Lived Assets***

Impairment of long-lived assets was \$24.9 million for the year ended September 30, 2019. The impairment of long lived assets was primarily related to leasehold improvements that were no longer recoverable.

***Other Income***

Our other income for the year ended September 30, 2019 decreased \$6.0 million to \$14.6 million as compared to \$20.6 million for the year ended September 30, 2018.

Other income is primarily comprised of interest income. The decrease in other income for the year ended September 30, 2019 was primarily due to a \$9.1 million gain realized in the year ended September 30, 2018 from a foreign exchange forward contract entered into as part of the refinance of our Credit Agreement in March 2018, as discussed below in “Liquidity and Capital Resources – Debt – 2014 Credit Agreement.”

***Interest Expense***

Our interest expense for the year ended September 30, 2019 was \$161.5 million as compared to \$201.0 million for the year ended September 30, 2018.

The decrease in interest expense for the year ended September 30, 2019 was primarily due to a \$34.5 million prepayment premium paid on our \$800 million unsecured 5.750% Senior Notes due 2022 that was incurred during the year ended September 30, 2018 and did not repeat in 2019.

### ***Income Tax Expense (Benefit)***

Our income tax expense for the year ended September 30, 2019 was \$13.5 million compared to a benefit of \$3.5 million for the year ended September 30, 2018. The increase in tax expense for the year ended September 30, 2019, compared to the year ended September 30, 2018, is due primarily to one-time items that occurred during the fiscal year ended September 30, 2018, including valuation allowance increases of \$37.8 million, a \$12.5 million net tax expense related to one-time U.S. federal tax law changes, a tax benefit of \$26.0 million related to changes in uncertain tax positions primarily in the U.S. and Canada, and a tax benefit of \$27.7 million related to an audit settlement in the U.S. The tax impact of these items was partially offset by a tax benefit of \$26.5 million that occurred in fiscal 2019 related to changes in valuation allowances including the release of a valuation allowance in the amount of \$38.1 million due to sufficient positive evidence obtained during fiscal 2019.

During fiscal 2018, we recorded a \$38.1 million valuation allowance related to foreign tax credits as a result of U.S. federal tax law changes. In fiscal 2019, we released this valuation allowance due to sufficient positive evidence obtained during the quarter. The positive evidence included the issuance of regulations related to the Tax Act during the quarter and forecasting the utilization of the foreign tax credits within the foreseeable future.

During fiscal 2018, we effectively settled a U.S. federal income tax examination for URS pre-acquisition tax years 2012, 2013 and 2014 and recorded a benefit of \$27.7 million related to various adjustments, in addition to the favorable settlement of R&D credits of \$19.9 million recorded in fiscal 2018.

During fiscal 2018, President Trump signed The Tax Cuts and Jobs Act (Tax Act) into law. The Tax Act reduced our U.S. federal corporate tax rate from 35% to 21%, required companies to pay a one-time transition tax on accumulated earnings of foreign subsidiaries, created new taxes on certain foreign sourced earnings, and eliminated or reduced certain deductions.

In fiscal 2018, we remeasured certain deferred tax assets and liabilities based on the rates at which they were expected to reverse in the future, which is generally 21%. The amount recorded related to the remeasurement of our deferred tax balance was a \$38.9 million tax expense. In addition, we released the deferred tax liability and recorded a tax benefit related to certain foreign subsidiaries for which the undistributed earnings are not intended to be reinvested indefinitely for \$79.8 million and accrued \$53.4 million of tax expense on these earnings as part of the one-time transition tax.

We are currently under tax audit in several jurisdictions including the U.S. and believe the outcomes which are reasonably possible within the next twelve months, including lapses in statutes of limitations, could result in future adjustments, but will not result in a material change in the liability for uncertain tax positions.

We regularly integrate and consolidate our business operations and legal entity structure, and such internal initiatives could impact the assessment of uncertain tax positions, indefinite reinvestment assertions and the realizability of deferred tax assets.

### ***Net Loss From Discontinued Operations***

Net loss from discontinued operations increased \$401.1 million to \$419.7 million compared to \$18.6 million for the years ended September 30, 2019 and 2018, respectively. The increase in net loss from discontinued operations for the year ended September 30, 2019 was primarily related to goodwill impairment of \$588.0 million recognized due to a reduction in the estimated fair value of our at-risk construction business and a reduction in our self-perform at-risk construction exposure.

### ***Net (Loss) Income Attributable to AECOM***

The factors described above resulted in the net loss attributable to AECOM of \$261.1 million for the year ended September 30, 2019, as compared to the net income attributable to AECOM of \$136.5 million for the year ended September 30, 2018.

**Results of Operations by Reportable Segment**

**Americas**

	Fiscal Year Ended			
	September 30, 2019	September 30, 2018	Change	
			\$	%
	(in millions)			
Revenue	\$ 10,382.6	\$ 10,512.3	\$ (129.7)	(1.2)%
Cost of revenue	9,871.1	10,108.5	(237.4)	(2.3)
Gross profit	\$ 511.5	\$ 403.8	\$ 107.7	26.7 %

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

	Fiscal Year Ended	
	September 30, 2019	September 30, 2018
Revenue	100.0 %	100.0 %
Cost of revenue	95.1	96.2
Gross profit	4.9 %	3.8 %

**Revenue**

Revenue for our Americas segment for the year ended September 30, 2019 decreased \$129.7 million, or 1.2%, to \$10,382.6 million as compared to \$10,512.3 million for the year ended September 30, 2018.

The decrease in revenue for the year ended September 30, 2019 was primarily attributable to decreased construction management of airports in the U.S. and residential high-rise buildings in New York City of approximately \$340 million, partially offset by an increase in design consulting services, largely due to increased work performed on a residential housing storm disaster relief program.

**Gross Profit**

Gross profit for our Americas segment for the year ended September 30, 2019 increased \$107.7 million, or 26.7%, to \$511.5 million as compared to \$403.8 million for the year ended September 30, 2018. As a percentage of revenue, gross profit increased to 4.9% of revenue for the year ended September 30, 2019 from 3.8% in the year ended September 30, 2018.

The increases in gross profit and gross profit as a percentage of revenue for the year ended September 30, 2019 were primarily due to reduced costs resulting from restructuring activities taken earlier in fiscal 2019.

**International**

	Fiscal Year Ended			
	September 30, 2019	September 30, 2018	Change	
			\$	%
	(in millions)			
Revenue	\$ 3,251.7	\$ 3,366.0	\$ (114.3)	(3.4)%
Cost of revenue	3,159.8	3,290.8	(131.0)	(4.0)
Gross profit	\$ 91.9	\$ 75.2	\$ 16.7	22.2 %



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

	Fiscal Year Ended	
	September 30, 2019	September 30, 2018
Revenue	100.0 %	100.0 %
Cost of revenue	97.2	97.8
Gross profit	2.8 %	2.2 %

#### Revenue

Revenue for our International segment for the year ended September 30, 2019 decreased \$114.3 million, or 3.4%, to \$3,251.7 million as compared to \$3,366.0 million for the year ended September 30, 2018.

#### Gross Profit

Gross profit for our International segment for the year ended September 30, 2019 increased \$16.7 million, or 22.2%, to \$91.9 million as compared to \$75.2 million for the year ended September 30, 2018. As a percentage of revenue, gross profit increased to 2.8% of revenue for the year ended September 30, 2019 from 2.2% in the year ended September 30, 2018.

#### AECOM Capital

	Fiscal Year Ended				
	September 30, 2019	September 30, 2018	Change		
			\$	%	
	(in millions)				
Revenue	\$ 8.2	\$ —	\$ 8.2	NM	%
Equity in earnings of joint ventures	\$ 17.7	\$ 15.3	\$ 2.4	15.7	
General and administrative expenses	\$ (5.0)	\$ (11.2)	\$ 6.3	(55.4)%	

\* NM — Not Meaningful

Equity in earnings of joint ventures included a gain on the sale of a property.

#### Liquidity and Capital Resources

##### Cash Flows

Our principal sources of liquidity are cash flows from operations, borrowings under our credit facilities, and access to financial markets. Our principal uses of cash are operating expenses, capital expenditures, working capital requirements, acquisitions, repurchases of common stock, and repayment of debt. We believe our anticipated sources of liquidity including operating cash flows, existing cash and cash equivalents, borrowing capacity under our revolving credit facility and our ability to issue debt or equity, if required, will be sufficient to meet our projected cash requirements for at least the next twelve months. We expect to spend approximately \$30 million to \$50 million in restructuring costs in fiscal 2021 associated with previously announced restructuring actions that are expected to deliver continued margin improvement and efficiencies.

Generally, we do not provide for U.S. taxes or foreign withholding taxes on gross book-tax basis differences in our non-U.S. subsidiaries because such basis differences are able to and intended to be reinvested indefinitely. At September 30, 2020, we have determined that we will continue to indefinitely reinvest the earnings of some foreign subsidiaries and therefore we will continue to account for these undistributed earnings based on our existing accounting under ASC 740 and not accrue additional tax outside of the one-time transition tax required under the *Tax Cuts and Jobs Act* that was enacted on December 22, 2017. Determination of the amount of any unrecognized deferred income tax liability on this temporary difference is not practicable because of the complexities of the hypothetical calculation. Based on the available sources of cash flows discussed above, we anticipate we will continue to have the ability to permanently reinvest these remaining amounts.

At September 30, 2020, cash and cash equivalents were \$1,708.3 million, an increase of \$882.7 million, or 92.9%, from \$885.6 million at September 30, 2019. The increase in cash and cash equivalents was primarily attributable to positive cash flows from operating activities and proceeds from the sale of our Management Services business, partially offset by repurchases of common stock and repayments of our credit agreement.

Net cash provided by operating activities was \$329.6 million for the year ended September 30, 2020 as compared to \$777.6 million for the year ended September 30, 2019. The change was primarily attributable to the timing of receipts and payments of working capital, which includes accounts receivable, contract assets, accounts payable, accrued expenses, and contract liabilities. The sale of trade receivables to financial institutions during the year ended September 30, 2020 provided a net unfavorable impact of \$143.3 million as compared to a net benefit of \$21.9 million during the year ended September 30, 2019. We expect to continue to sell trade receivables in the future as long as the terms continue to remain favorable to us.

Net cash provided by investing activities was \$2,037.4 million for the year ended September 30, 2020, as compared to net cash used of \$146.8 million for the year ended September 30, 2019. This increase in cash provided was primarily attributable to the sale of our Management Services business in fiscal 2020.

Net cash used in financing activities was \$1,628.0 million for the year ended September 30, 2020, as compared to \$433.3 million for the year ended September 30, 2019. This change was primarily attributable to repayments of our credit agreement and the redemption of our unsecured senior notes. Total borrowings outstanding varied during the period. For the year ended September 30, 2020, our weighted average floating rate borrowings were \$292.4 million.

AECOM Caribe, a subsidiary of the Company, has incurred payment delays supporting the storm recovery work in the U.S. Virgin Islands. AECOM Caribe signed several contracts with Virgin Islands authorities to provide emergency design, construction and technical services after two Category Five hurricanes devastated the Virgin Islands in 2017, that were dependent on federal funding. AECOM Caribe and its subcontractors have performed over \$750 million of work under the Virgin Islands contracts and payment delays have increased working capital by over \$150 million from September 30, 2018 to September 30, 2019. We are currently negotiating with the Virgin Island authorities and U.S. Federal Emergency Management Agency to modify the contract and accelerate funding for current and future contractual payments; however, we can provide no certainty as to the timing or amount of future payments.

#### ***Working Capital***

Working capital, or current assets less current liabilities, increased \$367.0 million, or 34.2%, to \$1,439.9 million at September 30, 2020 from \$1,072.9 million at September 30, 2019. Net accounts receivable and contract assets, net of contract liabilities, decreased to \$3,413.9 million at September 30, 2020 from \$3,600.0 million at September 30, 2019.

Days Sales Outstanding (DSO), which includes net accounts receivable and contract assets, net of contract liabilities, was 90 days at September 30, 2020 compared to 94 days at September 30, 2019.

In Note 4, Revenue Recognition, in the notes to our consolidated financial statements, a comparative analysis of the various components of accounts receivable is provided. Except for claims, substantially all contract assets are expected to be billed and collected within twelve months.

Contract assets related to claims are recorded only if it is probable that the claim will result in additional contract revenue and if the amount can be reliably estimated. In such cases, revenue is recorded only to the extent that contract costs relating to the claim have been incurred. Award fees in contract assets are accrued only when there is sufficient information to assess contract performance. On contracts that represent higher than normal risk or technical difficulty, award fees are generally deferred until an award fee letter is received.

Because our revenue depends to a great extent on billable labor hours, most of our charges are invoiced following the end of the month in which the hours were worked, the majority usually within 15 days. Other direct costs are normally billed along with labor hours. However, as opposed to salary costs, which are generally paid on either a bi-weekly or monthly basis, other direct costs are generally not paid until payment is received (in some cases in the form of advances) from the customers.

**Debt**

Debt consisted of the following:

	September 30, 2020	September 30, 2019
	(in millions)	
2014 Credit Agreement	\$ 248.5	\$ 1,182.2
2014 Senior Notes	797.3	800.0
2017 Senior Notes	997.3	1,000.0
URS Senior Notes	—	248.1
Other debt	41.9	122.2
Total debt	2,085.0	3,352.5
Less: Current portion of debt and short-term borrowings	(20.9)	(98.3)
Less: Unamortized debt issuance costs	(23.0)	(36.2)
Long-term debt	<u>\$ 2,041.1</u>	<u>\$ 3,218.0</u>

The following table presents, in millions, scheduled maturities of our debt as of September 30, 2020:

Fiscal Year	
2021	\$ 20.9
2022	17.9
2023	244.8
2024	5.1
2025	799.0
Thereafter	997.3
Total	<u>\$ 2,085.0</u>

*2014 Credit Agreement*

We entered into a credit agreement (Credit Agreement) on October 17, 2014, which, as amended to date, consists of (i) a term loan A facility that includes a \$510 million (USD) term loan A facility with a term expiring on March 13, 2021 and a \$500 million Canadian dollar (CAD) term loan A facility and a \$250 million Australian dollar (AUD) term loan A facility, each with terms expiring on March 13, 2023; (ii) a \$600 million term loan B facility with a term expiring on March 13, 2025; and (iii) a revolving credit facility in an aggregate principal amount of \$1.35 billion with a term expiring on March 13, 2023. Some of our subsidiaries (Guarantors) have guaranteed the obligations of the borrowers under the Credit Agreement. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of our assets and the Guarantors' pursuant to a security and pledge agreement (Security Agreement). The collateral under the Security Agreement is subject to release upon fulfillment of conditions specified in the Credit Agreement and Security Agreement.

The Credit Agreement contains covenants that limit our ability and the ability of some of our subsidiaries to, among other things: (i) create, incur, assume, or suffer to exist liens; (ii) incur or guarantee indebtedness; (iii) pay dividends or repurchase stock; (iv) enter into transactions with affiliates; (v) consummate asset sales, acquisitions or mergers; (vi) enter into various types of burdensome agreements; or (vii) make investments.

On July 1, 2015, the Credit Agreement was amended to revise the definition of "Consolidated EBITDA" to increase the allowance for acquisition and integration expenses related to our acquisition of URS.

On December 22, 2015, the Credit Agreement was amended to further revise the definition of “Consolidated EBITDA” by further increasing the allowance for acquisition and integration expenses related to the acquisition of URS and to allow for an internal corporate restructuring primarily involving our international subsidiaries.

On September 29, 2016, the Credit Agreement and the Security Agreement were amended to (i) lower the applicable interest rate margins for the term loan A and the revolving credit facilities, and lower the applicable letter of credit fees and commitment fees to the revised consolidated leverage levels; (ii) extend the term of the term loan A and the revolving credit facility to September 29, 2021; (iii) add a new delayed draw term loan A facility tranche in the amount of \$185.0 million; (iv) replace the then existing \$500 million performance letter of credit facility with a \$500 million basket to enter into secured letters of credit outside the Credit Agreement; and (v) revise covenants, including the Maximum Consolidated Leverage Ratio, so that the step down from a 5.00 to a 4.75 leverage ratio is effective as of March 31, 2017 as well as the investment basket for our ACAP business.

On March 31, 2017, the Credit Agreement was amended to (i) expand the ability of restricted subsidiaries to borrow under “Incremental Term Loans;” (ii) revise the definition of “Working Capital” as used in “Excess Cash Flow;” (iii) revise the definitions for “Consolidated EBITDA” and “Consolidated Funded Indebtedness” to reflect the expected gain and debt repayment of an AECOM Capital disposition, which disposition was completed on April 28, 2017; and (iv) amend provisions relating to our ability to undertake internal restructuring steps to accommodate changes in tax laws.

On March 13, 2018, the Credit Agreement was amended to (i) refinance the existing term loan A facility to include a \$510 million (US) term loan A facility with a term expiring on March 13, 2021 and a \$500 million CAD term loan A facility and a \$250 million AUD term loan A facility each with terms expiring on March 13, 2023; (ii) issue a new \$600 million term loan B facility to institutional investors with a term expiring on March 13, 2025; (iii) increase the capacity of our revolving credit facility from \$1.05 billion to \$1.35 billion and extend its term until March 13, 2023; (iv) reduce our interest rate borrowing costs as follows: (a) the term loan B facility, at our election, Base Rate (as defined in the Credit Agreement) plus 0.75% or Eurocurrency Rate (as defined in the Credit Agreement) plus 1.75%, (b) the (USD) term loan A facility, at our election, Base Rate plus 0.50% or Eurocurrency Rate plus 1.50%, and (c) the Canadian (CAD) term loan A facility, the Australian (AUD) term loan A facility, and the revolving credit facility, an initial rate of, at our election, Base Rate plus 0.75% or Eurocurrency Rate plus 1.75%, and after the end of our fiscal quarter ended June 30, 2018, Base Rate loans plus a margin ranging from 0.25% to 1.00% or Eurocurrency Rate plus a margin from 1.25% to 2.00%, based on the Consolidated Leverage Ratio (as defined in the Credit Agreement); and (v) revise covenants including increasing the amounts available under the restricted payment negative covenant and revising the Maximum Consolidated Leverage Ratio (as defined in the Credit Agreement) to include a 4.5 leverage ratio through September 30, 2019 after which the leverage ratio stepped down to 4.0.

On November 13, 2018, the Credit Agreement was amended to revise the definition of “Consolidated EBITDA” to increase corporate restructuring allowances and provide for additional flexibility under the covenants for non-core asset dispositions, among other changes.

On January 28, 2020, AECOM entered into Amendment No. 7 to the Credit Agreement which modifies the asset disposition covenant to permit the sale of our Management Services business and the mandatory prepayment provision so that only outstanding term loans were prepaid using the net proceeds from the sale.

On May 1, 2020, the Company entered into Amendment No. 8 to the Credit Agreement which allows for borrowings to be made, until three months after closing, up to an aggregate principal amount of \$400,000,000 under a secured delayed draw term loan facility, the proceeds of which are permitted to be used to pay all or a portion of the amounts payable in connection with any tender for or redemption or repayment of the Company's or its subsidiaries' existing senior unsecured notes and any associated fees and expenses. The amendment also revised certain terms and covenants in the Credit Agreement, including by, among other things, revising the maximum leverage ratio covenant to 4.00:1.00, subject to increases to 4.50:1.00 for certain specified periods in connection with certain material acquisitions, increasing the potential size of incremental facilities under the Credit Agreement, revising the definition of “Consolidated EBITDA” to provide for additional flexibility in the calculation thereof and adding a Eurocurrency Rate floor of 0.75% to the interest rate under the revolving credit facility.

On July 30, 2020, we drew \$248.5 million on our secured delayed draw term loan facility for the purpose of redeeming all of the 2022 URS Senior Notes.

Under the Credit Agreement, we are subject to a maximum consolidated leverage ratio and minimum consolidated interest coverage ratio at the end of each fiscal quarter. Our Consolidated Leverage Ratio was 2.7 at September 30, 2020. Our Consolidated Interest Coverage Ratio was 5.0 at September 30, 2020. As of September 30, 2020, we were in compliance with the covenants of the Credit Agreement.

At September 30, 2020 and September 30, 2019, outstanding standby letters of credit totaled \$19.0 million and \$22.8 million, respectively, under our revolving credit facilities. As of September 30, 2020 and September 30, 2019, we had \$1,331.0 million and \$1,327.2 million, respectively, available under our revolving credit facility.

#### *2014 Senior Notes*

On October 6, 2014, we completed a private placement offering of \$800,000,000 aggregate principal amount of the unsecured 5.750% Senior Notes due 2022 (2022 Notes) and \$800,000,000 aggregate principal amount of the unsecured 5.875% Senior Notes due 2024 (the 2024 Notes and, together with the 2022 Notes, the 2014 Senior Notes). On November 2, 2015, we completed an exchange offer to exchange the unregistered 2014 Senior Notes for registered notes, as well as all related guarantees. On March 16, 2018, we redeemed all of the 2022 Notes at a redemption price that was 104.313% of the principal amount outstanding plus accrued and unpaid interest. The March 16, 2018 redemption resulted in a \$34.5 million prepayment premium, which was included in interest expense.

As of September 30, 2020, the estimated fair value of the 2024 Notes was approximately \$863.0 million. The fair value of the 2024 Notes as of September 30, 2020 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2024 Notes.

On July 21, 2020, we completed a cash tender offer at par for up to \$639 million in aggregate principal amount of the 2024 Notes and the 2017 Senior Notes. We accepted for purchase all of 2024 Notes validly tendered and not validly withdrawn pursuant to the cash tender offer, amounting to \$2.7 million aggregate principal amount of the 2024 Notes at par. We made the cash tender offer at par to satisfy obligations under the indentures governing the 2024 Notes and the 2017 Senior Notes relating to the use of certain cash proceeds from our disposition of the Management Services business, which was completed on January 31, 2020.

At any time prior to July 15, 2024, we may redeem on one or more occasions all or part of the 2024 Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) a “make-whole” premium as of the date of the redemption, plus any accrued and unpaid interest to the date of redemption. In addition, on or after July 15, 2024, the 2024 Notes may be redeemed at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption.

The indenture pursuant to which the 2024 Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide notices thereunder and provisions related to bankruptcy events. The indenture also contains customary negative covenants.

We were in compliance with the covenants relating to the 2024 Notes as of September 30, 2020.

#### *2017 Senior Notes*

On February 21, 2017, we completed a private placement offering of \$1,000,000,000 aggregate principal amount of our unsecured 5.125% Senior Notes due 2027 (the 2017 Senior Notes) and used the proceeds to immediately retire the remaining \$127.6 million outstanding on the then existing term loan B facility as well as repay \$600 million of the term loan A facility and \$250 million of the revolving credit facility under our Credit Agreement. On June 30, 2017, we completed an exchange offer to exchange the unregistered 2017 Senior Notes for registered notes, as well as related guarantees.

As of September 30, 2020, the estimated fair value of the 2017 Senior Notes was approximately \$1,069.6 million. The fair value of the 2017 Senior Notes as of September 30, 2020 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2017 Senior Notes. Interest will be payable on the 2017 Senior Notes at a rate of 5.125% per annum. Interest on the 2017 Senior Notes is payable semi-annually on March 15 and September 15 of each year, commencing on September 15, 2017. The 2017 Senior Notes will mature on March 15, 2027.

At any time and from time to time prior to December 15, 2026, we may redeem all or part of the 2017 Senior Notes, at a redemption price equal to 100% of their principal amount, plus a “make whole” premium as of the redemption date, and accrued and unpaid interest to the redemption date.

At any time on or after December 15, 2026, we may redeem on one or more occasions all or part of the 2017 Senior Notes at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest.

The indenture pursuant to which the 2017 Senior Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide notices thereunder and provisions related to bankruptcy events. The indenture also contains customary negative covenants.

We were in compliance with the covenants relating to the 2017 Senior Notes as of September 30, 2020.

#### *URS Senior Notes*

In connection with the URS acquisition, we assumed the URS 3.85% Senior Notes due 2017 (2017 URS Senior Notes) and the URS 5.00% Senior Notes due 2022 (2022 URS Senior Notes), totaling \$1.0 billion (URS Senior Notes). The URS acquisition triggered change in control provisions in the URS Senior Notes that allowed the holders of the URS Senior Notes to redeem their URS Senior Notes at a cash price equal to 101% of the principal amount and, accordingly, we redeemed \$572.3 million of the URS Senior Notes on October 24, 2014. The remaining 2017 URS Senior Notes matured and were fully redeemed on April 3, 2017 for \$179.2 million using proceeds from a \$185 million delayed draw term loan A facility tranche under the Credit Agreement.

The remaining \$248.5 million principal amount of the 2022 URS Senior Notes were fully redeemed on August 31, 2020 using proceeds from a \$248.5 million secured delayed draw term loan facility under the Credit Agreement, at a redemption price that was 106.835% of the principal amount outstanding plus accrued and unpaid interest. The August 31, 2020 redemption resulted in a \$17.0 million prepayment premium, which was included in interest expense.

#### *Other Debt and Other Items*

Other debt consists primarily of obligations under capital leases and loans, and unsecured credit facilities. Our unsecured credit facilities are primarily used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2020 and September 30, 2019, these outstanding standby letters of credit totaled \$510.1 million and \$470.9 million, respectively. As of September 30, 2020, we had \$435.3 million available under these unsecured credit facilities.

#### *Effective Interest Rate*

Our average effective interest rate on our total debt, including the effects of the interest rate swap agreements, during the years ended September 30, 2020, 2019 and 2018 was 5.3%, 5.1% and 5.1%, respectively.

Interest expense in the consolidated statement of operations included amortization of deferred debt issuance costs for the years ended September 30, 2020, 2019 and 2018 of \$5.4 million, \$5.0 million and \$12.5 million, respectively.

### *Other Commitments*

We enter into various joint venture arrangements to provide architectural, engineering, program management, construction management and operations and maintenance services. The ownership percentage of these joint ventures is typically representative of the work to be performed or the amount of risk assumed by each joint venture partner. Some of these joint ventures are considered variable interest. We have consolidated all joint ventures for which we have control. For all others, our portion of the earnings is recorded in equity in earnings of joint ventures. See Note 6, Joint Ventures and Variable Interest Entities, in the notes to our consolidated financial statements.

Other than normal property and equipment additions and replacements, expenditures to further the implementation of our various information technology systems, commitments under our incentive compensation programs, amounts we may expend to repurchase stock under our stock repurchase program and acquisitions from time to time and disposition costs, we currently do not have any significant capital expenditures or outlays planned except as described below. However, if we acquire additional businesses in the future or if we embark on other capital-intensive initiatives, additional working capital may be required.

Under our secured revolving credit facility and other facilities discussed in Other Debt and Other Items above, as of September 30, 2020, there was approximately \$529.1 million outstanding under standby letters of credit primarily issued in connection with general and professional liability insurance programs and for contract performance guarantees. For those projects for which we have issued a performance guarantee, if the project subsequently fails to meet guaranteed performance standards, we may either incur significant additional costs or be held responsible for the costs incurred by the client to achieve the required performance standards.

We recognized on our balance sheet the funded status of our pension benefit plans, measured as the difference between the fair value of plan assets and the projected benefit obligation. At September 30, 2020, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately \$406.0 million. The total amounts of employer contributions paid for the year ended September 30, 2020 were \$7.0 million for U.S. plans and \$27.7 million for non-U.S. plans. Funding requirements for each plan are determined based on the local laws of the country where such plan resides. In some countries, the funding requirements are mandatory while in other countries, they are discretionary. There is a required minimum contribution for one of our domestic plans; however, we may make additional discretionary contributions. In the future, such pension funding may increase or decrease depending on changes in the levels of interest rates, pension plan performance and other factors. In addition, we have collective bargaining agreements with unions that require us to contribute to various third party multiemployer pension plans that we do not control or manage. In addition, we have collective bargaining agreements with unions that require us to contribute various third party multiemployer plans that we do not control or manage. For the year ended September 30, 2020, we contributed \$4.0 million to multiemployer pension plans.

### ***Condensed Combined Financial Information***

In connection with the registration of the Company's 2014 Senior Notes that were declared effective by the SEC on September 29, 2015, AECOM became subject to the requirements of Rule 3-10 of Regulation S-X, as amended, regarding financial statements of guarantors and issuers of guaranteed securities. Both the 2014 Senior Notes and the 2017 Senior Notes are fully and unconditionally guaranteed on a joint and several basis by some of AECOM's directly and indirectly 100% owned subsidiaries (the Subsidiary Guarantors). Other than customary restrictions imposed by applicable statutes, there are no restrictions on the ability of the Subsidiary Guarantors to transfer funds to AECOM in the form of cash dividends, loans or advances.

The following tables present condensed combined summarized financial information for AECOM and the Subsidiary Guarantors. All intercompany balances and transactions are eliminated in the presentation of the combined financial statements. Amounts provided do not represent our total consolidated amounts as of September 30, 2020 and for the twelve months then ended.

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

	<u>September 30, 2020</u>
Current assets	\$ 3,801.9
Non-current assets	3,620.1
Total assets	<u>\$ 7,422.0</u>
Current liabilities	\$ 3,175.1
Non-current liabilities	2,806.8
Total liabilities	<u>5,981.9</u>
Total stockholders' equity	1,440.1
Total liabilities and stockholders' equity	<u>\$ 7,422.0</u>

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

	<u>For the twelve months ended</u> <u>September 30, 2020</u>
Revenue	\$ 7,437.8
Cost of revenue	7,128.2
Gross profit	<u>309.6</u>
Net loss from continuing operations	(94.2)
Net income from discontinued operations	130.2
Net income	<u>\$ 36.0</u>
Net income attributable to AECOM	\$ 36.0

***Commitments and Contingencies***

We record amounts representing our probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. We rely in part on qualified actuaries to assist us in determining the level of reserves to establish for insurance-related claims that are known and have been asserted against us, and for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to our claims administrators as of the respective balance sheet dates. We include any adjustments to such insurance reserves in our consolidated results of operations. Our reasonably possible loss disclosures are presented on a gross basis prior to the consideration of insurance recoveries. We do not record gain contingencies until they are realized. In the ordinary course of business, we may not be aware that we or our affiliates are under investigation and may not be aware of whether or not a known investigation has been concluded.



In the ordinary course of business, we may enter into various arrangements providing financial or performance assurance to clients, lenders, or partners. Such arrangements include standby letters of credit, surety bonds, and corporate guarantees to support the creditworthiness or the project execution commitments of our affiliates, partnerships and joint ventures. Performance arrangements typically have various expiration dates ranging from the completion of the project contract and extending beyond contract completion in some circumstances such as for warranties. We may also guarantee that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, we may incur additional costs, pay liquidated damages or be held responsible for the costs incurred by the client to achieve the required performance standards. The potential payment amount of an outstanding performance arrangement is typically the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) may be required to complete those activities.

At September 30, 2020 and 2019, we were contingently liable in the amount of approximately \$529.1 million and \$493.7 million, respectively, in issued standby letters of credit and \$6.2 billion and \$4.8 billion, respectively, in issued surety bonds primarily to support project execution.

In the ordinary course of business, we enter into various agreements providing financial or performance assurances to clients on behalf of certain unconsolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities.

Our registered investment adviser jointly manages and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which we indirectly hold an equity interest and have an ongoing capital commitment to fund investments. At September 30, 2020, we have capital commitments of \$22.1 million to the Fund over the next 8 years.

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

#### ***Department of Energy Deactivation, Demolition, and Removal Project***

AECOM Energy and Construction, Inc., an Ohio corporation, a former affiliate of the Company ("Former Affiliate") executed a cost-reimbursable task order with the Department of Energy (DOE) in 2007 to provide deactivation, demolition and removal services at a New York State project site that, during 2010, experienced contamination and performance issues. In February 2011, the Former Affiliate and the DOE executed a Task Order Modification that changed some cost-reimbursable contract provisions to at-risk. The Task Order Modification, including subsequent amendments, required the DOE to pay all project costs up to \$106 million, required the Former Affiliate and the DOE to equally share in all project costs incurred from \$106 million to \$146 million, and required the Former Affiliate to pay all project costs exceeding \$146 million.

Due to unanticipated requirements and permitting delays by federal and state agencies, as well as delays and related ground stabilization activities caused by Hurricane Irene in 2011, the Former Affiliate was required to perform work outside the scope of the Task Order Modification. In December 2014, the Former Affiliate submitted an initial set of claims against the DOE pursuant to the Contracts Disputes Acts seeking recovery of \$103 million, including additional fees on changed work scope (the "2014 Claims"). On December 6, 2019, the Former Affiliate submitted a second set of claims against the DOE seeking recovery of an additional \$60.4 million, including additional project costs and delays outside the scope of the contract as a result of differing site and ground conditions (the "2019 Claims"). The Former Affiliate also submitted three alternative breach of contract claims to the 2014 and 2019 Claims that may entitle the Former Affiliate to recovery of \$148.5 million to \$329.4 million. On December 30, 2019, the DOE denied the Former Affiliate's 2014 Claims. On September 25, 2020, the DOE denied the Former Affiliate's 2019 Claims. The Company intends to appeal these decisions by December 30, 2020. Deconstruction, decommissioning and site restoration activities are complete.

On January 31, 2020, the Company completed the sale of its Management Services business to the Purchaser including the Former Affiliate who worked on the DOE project. The Company and the Purchaser agreed that all future DOE project claim recoveries and costs will be split 10% to the Purchaser and 90% to the Company with the Company retaining control of all future strategic legal decisions.

The Company intends to vigorously pursue all claimed amounts but can provide no certainty that the Company will recover 2014 and 2019 Claims submitted against the DOE, or any additional incurred claims or costs, which could have a material adverse effect on the Company's results of operations.

#### ***New York Department of Environmental Conservation***

In September 2017, AECOM USA, Inc. was advised by the New York State Department of Environmental Conservation (DEC) of allegations that it committed environmental permit violations pursuant to the New York Environmental Conservation Law (ECL) associated with AECOM USA, Inc.'s oversight of a stream restoration project for Schoharie County which could result in substantial penalties if calculated under the ECL's maximum civil penalty provisions. AECOM USA, Inc. disputes this claim and intends to continue to defend this matter vigorously; however, AECOM USA, Inc. cannot provide assurances that it will be successful in these efforts. The potential range of loss in excess of any current accrual cannot be reasonably estimated at this time primarily because the matter involves complex and unique environmental and regulatory issues; the project site involves the oversight and involvement of various local, state and federal government agencies; there is substantial uncertainty regarding any alleged damages; and the matter is in its preliminary stages.

#### ***Refinery Turnaround Project***

A Former Affiliate of the Company entered into an agreement to perform turnaround maintenance services during a planned shutdown at a refinery in Montana in December 2017. The turnaround project was completed in February 2019. Due to circumstances outside of the Company's Former Affiliate's control, including client directed changes and delays and the refinery's condition, the Company's Former Affiliate performed additional work outside of the original contract over \$90 million and is entitled to payment from the refinery owner of approximately \$144 million. In March 2019, the refinery owner sent a letter to the Company's Former Affiliate alleging it incurred approximately \$79 million in damages due to the Company's Former Affiliate's project performance. In April 2019, the Company's Former Affiliate filed and perfected a \$132 million construction lien against the refinery for unpaid labor and materials costs. In August 2019, following a subcontractor complaint filed in the Thirteen Judicial District Court of Montana asserting claims against the refinery owner and the Company's Former Affiliate, the refinery owner crossclaimed against the Company's Former Affiliate and the subcontractor. In October 2019, following the subcontractor's dismissal of its claims, the Company's Former Affiliate removed the matter to federal court and cross claimed against the refinery owner. In December 2019, the refinery owner claimed \$93.0 million in damages and offsets against the Company's Former Affiliate.

On January 31, 2020, the Company completed the sale of its Management Services business to the Purchaser including the Former Affiliate, however, the Refinery Turnaround project, including related claims and liabilities, remained as part of the Company's self-perform at-risk construction business which is classified within discontinued operations.

The Company intends to vigorously prosecute and defend this matter; however, the Company cannot provide assurance that the Company will be successful in these efforts. The resolution of this matter and any potential range of loss cannot be reasonably determined or estimated at this time, primarily because the matter raises complex legal issues that Company is continuing to assess.

**Contractual Obligations and Commitments**

The following summarizes our contractual obligations and commercial commitments as of September 30, 2020:

<b>Contractual Obligations and Commitments</b>	<b>Total</b>	<b>Less than One Year</b>	<b>One to Three Years (in millions)</b>	<b>Three to Five Years</b>	<b>More than Five Years</b>
Debt	\$ 2,085.0	\$ 20.9	\$ 262.7	\$ 804.1	\$ 997.3
Interest on debt	581.5	121.9	230.4	153.7	75.5
Operating leases	1,121.1	212.4	311.1	225.8	371.8
Pension funding obligations <sup>(1)</sup>	40.6	40.6	—	—	—
<b>Total contractual obligations and commitments</b>	<b>\$ 3,828.2</b>	<b>\$ 395.8</b>	<b>\$ 804.2</b>	<b>\$ 1,183.6</b>	<b>\$ 1,444.6</b>

<sup>(1)</sup> Represents expected fiscal 2021 contributions to fund our defined benefit pension and other postretirement plans. Contributions beyond one year have not been included as amounts are not determinable.

**New Accounting Pronouncements and Changes in Accounting**

In May 2014, the Financial Accounting Standards Board (FASB) issued new accounting guidance which amended the existing accounting standards for revenue recognition. The new accounting guidance establishes principles for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. We adopted the new standard on October 1, 2018, using the modified retrospective method, which resulted in an adjustment to retained earnings of \$7.0 million, net of tax. Detailed disclosures regarding the adoption and other required disclosures can be found in Note 4.

In February 2016, the FASB issued new accounting guidance which changes accounting requirements for leases. The new guidance requires lessees to recognize the assets and liabilities arising from all leases, including those classified as operating leases under previous accounting guidance, on the balance sheet. It also requires disclosure of key information about leasing arrangements to increase transparency and comparability among organizations. We adopted the new guidance beginning October 1, 2019 using the modified retrospective adoption method, which resulted in a downward adjustment to retained earnings of \$87.8 million, net of tax. Detailed disclosures regarding the adoption and other required disclosures can be found in Note 11.

In June 2016, the FASB issued a new credit loss standard that changes the impairment model for most financial assets and some other instruments. The new guidance will replace the current “incurred loss” approach with an “expected loss” model for instruments measured at amortized cost. It also simplifies the accounting model for purchased credit-impaired debt securities and loans. The guidance will be effective for the fiscal year starting October 1, 2020. We do not expect that the adoption of this standard will have a material impact on our consolidated financial statements.

In February 2018, the FASB issued new accounting guidance which provides entities the option to reclassify certain tax effects from other comprehensive income to retained earnings. The guidance addresses a narrow-scope financial reporting issue related to the tax effects that may become stranded in accumulated other comprehensive income as a result of the enactment of the Tax Cuts and Jobs Act (Tax Act). Under the guidance, an entity may elect to reclassify the income tax effects of the Tax Act on items within accumulated other comprehensive income to retained earnings. We have determined that we will not make this election.

In August 2018, the FASB issued new accounting guidance aligning the capitalization of certain implementation costs incurred in a hosting arrangement that is a service contract with previously existing guidance for capitalizing costs incurred to develop internal-use software. The new guidance will be effective for the fiscal year starting October 1, 2020. We do not expect that the adoption of this guidance will have a material impact on our consolidated financial statements.

In August 2018, the FASB issued new accounting guidance amending the disclosure requirements for fair value measurements. These improvements will require more disclosure for amounts measured at fair value, and specifically unobservable inputs used in fair value measurements. We expect to adopt the new guidance starting on October 1, 2020. We are currently evaluating the impact that the new guidance will have on our financial reporting process.

In March 2020, the Securities and Exchange Commission (SEC) adopted final rules that amend the financial disclosure requirement for guarantors of registered debt securities in Rule 3-10 of Regulation S-X. The new rules amend and streamline the disclosures required by guarantors and issuers of guaranteed securities. Among other things, the new disclosures may be located outside the financial statements. The new rule is effective January 4, 2021, and early adoption is permitted. We adopted the new rule on March 31, 2020. Accordingly, the revised condensed consolidating financial information is presented in Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations.

#### **Off-Balance Sheet Arrangements**

We enter into various joint venture arrangements to provide architectural, engineering, program management, construction management and operations and maintenance services. The ownership percentage of these joint ventures is typically representative of the work to be performed or the amount of risk assumed by each joint venture partner. Some of these joint ventures are considered variable interest entities. We have consolidated all joint ventures for which we have control. For all others, our portion of the earnings are recorded in equity in earnings of joint ventures. See Note 6 in the notes to our consolidated financial statements. We do not believe that we have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that would be material to investors.

#### **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

##### ***Financial Market Risks***

We are exposed to market risk, primarily related to foreign currency exchange rates and interest rate exposure of our debt obligations that bear interest based on floating rates. We actively monitor these exposures. Our objective is to reduce, where we deem appropriate to do so, fluctuations in earnings and cash flows associated with changes in foreign exchange rates and interest rates. In order to accomplish this objective, we sometimes enter into derivative financial instruments, such as forward contracts and interest rate hedge contracts. It is our policy and practice to use derivative financial instruments only to the extent necessary to manage our exposures. We do not use derivative financial instruments for trading purposes.

##### ***Foreign Exchange Rates***

We are exposed to foreign currency exchange rate risk resulting from our operations outside of the U.S. We use foreign currency forward contracts from time to time to mitigate foreign currency risk. We limit exposure to foreign currency fluctuations in most of our contracts through provisions that require client payments in currencies corresponding to the currency in which costs are incurred. As a result of this natural hedge, we generally do not need to hedge foreign currency cash flows for contract work performed. The functional currency of our significant foreign operations is the respective local currency.

##### ***Interest Rates***

Our Credit Agreement and 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, 2020 and 2019, we had \$248.5 million and \$1,182.2 million, respectively, in outstanding borrowings under our term credit agreements and our revolving credit facility. Interest on amounts borrowed under these agreements is subject to adjustment based on specified levels of financial performance. The applicable margin that is added to the borrowing's base rate can range from 0.25% to 2.00%. For the year ended September 30, 2020, our weighted average floating rate borrowings were \$292.4 million, or \$192.4 million excluding borrowings with effective fixed interest rates due to interest rate swap agreements. If short term floating interest rates had increased by 1.00%, our interest expense for the year ended September 30, 2020 would have increased by \$2.9 million. We invest our cash in a variety of financial instruments, consisting principally of money market securities or other highly liquid, short-term securities that are subject to minimal credit and market risk.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

**AECOM**  
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**September 30, 2020**

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## **Report of Independent Registered Public Accounting Firm**

### **The Board of Directors and Stockholders of AECOM**

#### **Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of AECOM (the "Company") as of September 30, 2020 and 2019, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the three years in the period ended September 30, 2020, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at September 30, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended September 30, 2020, 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, 2020, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated November 18, 2020 expressed an unqualified opinion thereon.

#### **Adoption of New Accounting Standard**

As discussed in Notes 2 and 11 to the consolidated financial statements, the Company changed its method of accounting for leases in 2020 due to the adoption of ASU No. 2016-02, *Leases*.

#### **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 - Contract cost and claim recovery estimates**

*Description of the Matter* For the year ended September 30, 2020, contract revenues recognized by the Company were \$13.2 billion. Contract revenues include \$3.6 billion which relate to fixed price contracts. As described in Note 4 of the consolidated financial statements, the Company generally recognizes revenues for these contracts over time as performance obligations are satisfied. The Company generally measures its progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. In addition, the Company's estimate of transaction price includes variable consideration associated with claims only to the extent that a significant reversal would not be probable.

Recognition of revenue and profit over time as performance obligations are satisfied for long-term fixed price contracts is highly judgmental as it requires the Company to prepare estimates of total contract revenue and total contract costs, including costs to complete in-process contracts. These estimates are dependent upon a number of factors, including the accuracy of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates.

As of September 30, 2020, significant claims included in contract assets and other non-current assets on the consolidated balance sheet were approximately \$170 million. Revenue recognition relating to claims is highly judgmental as the amount has been disputed by the customer and it requires the Company to prepare estimates of amounts expected to be recovered. Changes in recovery estimates can have a material effect on the amount of revenue recognized.

Auditing contract revenue recognition is complex and highly judgmental due to the variability and uncertainty associated with estimating the costs to complete and amounts expected to be recovered from claims. Changes in these estimates would have a significant effect on the amount of contract revenue recognized.

*How We Addressed the Matter in Our Audit* We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls that address the risk of material misstatement of contract revenue including those associated with cost to complete estimates for long-term fixed price contracts and estimates of amounts expected to be recovered from claims. For example, we tested controls over the Company's review of estimated direct and indirect costs to be incurred and estimates of claim recovery amounts.

To evaluate the Company's determination of estimated costs to complete, we selected a sample of contracts and, among other things, inspected the executed contracts including any significant amendments; conducted interviews with and inspected questionnaires prepared by project personnel; tested key components of the cost to complete estimates, including materials, labor, and subcontractors costs; reviewed support for estimates of project contingencies; compared actual project margins to historical and expected results; and recalculated revenues recognized.

To test revenue recognized relating to claims, we selected a sample of projects and evaluated the estimates made by management by reviewing documentation from management's specialists and external counsel to support the amount of the claim. We also tested management's estimation process by performing a lookback analysis to evaluate claims settled in the current year compared to management's prior year estimates.

**Valuation of goodwill**

*Description of the Matter* As of September 30, 2020, the Company's goodwill was \$3.5 billion. As discussed in Note 1 of the consolidated financial statements, in the fourth quarter of each fiscal year the Company performs an annual goodwill impairment test for each reporting unit and between annual tests if events occur or circumstances change which suggest that goodwill should be evaluated.

Auditing management's goodwill impairment tests is complex and highly judgmental due to the significant estimates required to determine the fair value of the reporting units. These fair value estimates are affected by significant assumptions including revenue growth rate, profitability, weighted average cost of capital, and terminal values, which reflect management's expectations about future market or 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 goodwill impairment review process including management's review of the significant assumptions used to determine the fair value of the reporting units.

To test the estimated fair value of its reporting units, with the support of a valuation specialist, we performed audit procedures that included, among others, assessing fair value methodologies and testing the significant assumptions discussed above and the underlying data used by the Company in its analysis. We compared the significant assumptions used by management to current industry and economic trends, historical operating results, contract backlog, changes to the Company's business operations and other relevant factors. We performed a lookback analysis to evaluate the accuracy of management's prior year revenue and profitability estimates. We performed sensitivity analyses of significant assumptions to evaluate the changes in the fair value of the reporting units that would result from changes in the assumptions. We also tested the reconciliation of the fair value of the reporting units to the market capitalization of the Company.

/s/ Ernst & Young LLP

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

Los Angeles, CA  
November 18, 2020



## **Report of Independent Registered Public Accounting Firm**

### **To the Board of Directors and Stockholders of AECOM**

#### **Opinion on Internal Control over Financial Reporting**

We have audited AECOM's (the "Company") internal control over financial reporting as of September 30, 2020, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the "COSO criteria"). In our opinion, AECOM maintained, in all material respects, effective internal control over financial reporting as of September 30, 2020, 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 2020 consolidated financial statements of the Company and our report dated November 18, 2020 expressed an unqualified opinion thereon.

#### **Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

#### **Definition and Limitations of Internal Control Over Financial Reporting**

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

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

/s/ Ernst & Young LLP

Los Angeles, California  
November 18, 2020

AECOM

**Consolidated Balance Sheets**  
(in thousands, except share data)

	September 30, 2020	September 30, 2019
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 1,599,688	\$ 777,476
Cash in consolidated joint ventures	108,644	108,163
Total cash and cash equivalents	1,708,332	885,639
Accounts receivable—net	2,865,888	2,869,216
Contract assets	1,536,389	1,581,806
Prepaid expenses and other current assets	667,393	515,593
Current assets held for sale	716,727	1,633,302
Income taxes receivable	35,637	49,089
<b>TOTAL CURRENT ASSETS</b>	<b>7,530,366</b>	<b>7,534,645</b>
PROPERTY AND EQUIPMENT—NET	381,672	405,605
DEFERRED TAX ASSETS—NET	357,318	288,949
INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES	229,312	256,131
GOODWILL	3,484,221	3,476,813
INTANGIBLE ASSETS—NET	76,917	99,636
OTHER NON-CURRENT ASSETS	160,036	172,134
OPERATING LEASE RIGHT-OF-USE ASSETS	652,115	—
NON-CURRENT ASSETS HELD FOR SALE	126,994	2,316,995
<b>TOTAL ASSETS</b>	<b>\$ 12,998,951</b>	<b>\$ 14,550,908</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES:</b>		
Short-term debt	\$ 223	\$ 47,835
Accounts payable	2,352,144	2,410,838
Accrued expenses and other current liabilities	2,211,734	1,878,319
Income taxes payable	47,103	59,541
Contract liabilities	988,881	851,040
Current liabilities held for sale	469,718	1,163,654
Current portion of long-term debt	20,651	50,527
<b>TOTAL CURRENT LIABILITIES</b>	<b>6,090,454</b>	<b>6,461,754</b>
OTHER LONG-TERM LIABILITIES	162,784	266,304
OPERATING LEASE LIABILITIES	745,287	—
LONG-TERM LIABILITIES HELD FOR SALE	98,793	313,962
DEFERRED TAX LIABILITY-NET	3,491	4,511
PENSION BENEFIT OBLIGATIONS	443,462	387,042
LONG-TERM DEBT	2,041,136	3,217,985
<b>TOTAL LIABILITIES</b>	<b>9,585,407</b>	<b>10,651,558</b>
<b>COMMITMENTS AND CONTINGENCIES (Note 18)</b>		
<b>AECOM STOCKHOLDERS' EQUITY:</b>		
Common stock—authorized, 300,000,000 shares of \$0.01 par value as of September 30, 2020 and 2019; issued and outstanding 157,044,687 and 157,482,983 shares as of September 30, 2020 and 2019, respectively	1,570	1,575
Additional paid-in capital	4,035,414	3,953,650
Accumulated other comprehensive loss	(918,674)	(864,197)
Retained earnings	174,248	599,548
<b>TOTAL AECOM STOCKHOLDERS' EQUITY</b>	<b>3,292,558</b>	<b>3,690,576</b>
Noncontrolling interests	120,986	208,774
<b>TOTAL STOCKHOLDERS' EQUITY</b>	<b>3,413,544</b>	<b>3,899,350</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 12,998,951</b>	<b>\$ 14,550,908</b>

See accompanying Notes to Consolidated Financial Statements.

AECOM

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

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
Revenue	\$ 13,239,976	\$ 13,642,455	\$ 13,878,316
Cost of revenue	12,530,416	13,030,800	13,399,283
Gross profit	709,560	611,655	479,033
Equity in earnings of joint ventures	48,781	49,320	49,357
General and administrative expenses	(188,535)	(148,123)	(135,787)
Restructuring costs	(188,345)	(95,446)	—
Gain on disposal activities	—	3,590	—
Impairment of long-lived assets	—	(24,900)	—
Income from operations	381,461	396,096	392,603
Other income	11,056	14,556	20,628
Interest expense	(159,914)	(161,482)	(201,023)
Income from continuing operations before taxes	232,603	249,170	212,208
Income tax expense (benefit) for continuing operations	45,753	13,498	(3,494)
Net income from continuing operations	186,850	235,672	215,702
Net loss from discontinued operations	(340,591)	(419,662)	(18,575)
Net (loss) income	(153,741)	(183,990)	197,127
Net income attributable to noncontrolling interests from continuing operations	(16,398)	(24,710)	(20,197)
Net income attributable to noncontrolling interests from discontinued operations	(16,231)	(52,350)	(40,462)
Net income attributable to noncontrolling interests	(32,629)	(77,060)	(60,659)
Net income attributable to AECOM from continuing operations	170,452	210,962	195,505
Net loss attributable to AECOM from discontinued operations	(356,822)	(472,012)	(59,037)
Net (loss) income attributable to AECOM	\$ (186,370)	\$ (261,050)	\$ 136,468
Net (loss) income attributable to AECOM per share:			
Basic continuing operations per share	\$ 1.07	\$ 1.34	\$ 1.23
Basic discontinued operations per share	\$ (2.24)	\$ (3.00)	\$ (0.37)
Basic earnings per share	\$ (1.17)	\$ (1.66)	\$ 0.86
Diluted continuing operations per share	\$ 1.06	\$ 1.32	\$ 1.20
Diluted discontinued operations per share	\$ (2.22)	\$ (2.95)	\$ (0.36)
Diluted earnings per share	\$ (1.16)	\$ (1.63)	\$ 0.84
Weighted average shares outstanding:			
Basic	159,005	157,044	159,101
Diluted	161,292	159,684	162,261

See accompanying Notes to Consolidated Financial Statements.

**AECOM****Consolidated Statements of Comprehensive Income (Loss)**  
**(in thousands)**

	<b>Fiscal Year Ended</b>		
	<b>September 30, 2020</b>	<b>September 30, 2019</b>	<b>September 30, 2018</b>
Net (loss) income	\$ (153,741)	\$ (183,990)	\$ 197,127
Other comprehensive (loss) income, net of tax:			
Net unrealized gain (loss) on derivatives, net of tax	4,094	(13,972)	1,693
Foreign currency translation adjustments	(18,206)	(46,628)	(82,717)
Pension adjustments, net of tax	(40,051)	(100,367)	79,523
Other comprehensive (loss) income, net of tax	(54,163)	(160,967)	(1,501)
Comprehensive (loss) income, net of tax	(207,904)	(344,957)	195,626
Noncontrolling interests in comprehensive income of consolidated subsidiaries, net of tax	(32,943)	(76,960)	(61,827)
Comprehensive (loss) income attributable to AECOM, net of tax	<u>\$ (240,847)</u>	<u>\$ (421,917)</u>	<u>\$ 133,799</u>

See accompanying Notes to Consolidated Financial Statements.

AECOM

Consolidated Statements of Stockholders' Equity  
(in thousands)

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total AECOM Stockholders' Equity	Non- Controlling Interests	Total Stockholder's Equity
BALANCE AT SEPTEMBER 30, 2017	\$ 1,575	\$ 3,733,572	\$ (700,661)	\$ 961,640	\$ 3,996,126	\$ 218,560	\$ 4,214,686
Net income	—	—	—	136,468	136,468	60,659	197,127
Other comprehensive loss	—	—	(2,669)	—	(2,669)	1,168	(1,501)
Issuance of stock	42	68,069	—	—	68,111	—	68,111
Repurchases of stock under stock repurchase program	(40)	—	—	(149,960)	(150,000)	—	(150,000)
Repurchases of stock	(8)	(31,093)	—	—	(31,101)	—	(31,101)
Proceeds from exercise of options	1	2,749	—	—	2,750	—	2,750
Stock based compensation	—	73,095	—	—	73,095	—	73,095
Other transactions with noncontrolling interests	—	—	—	—	—	(5,012)	(5,012)
Contributions from noncontrolling interests	—	—	—	—	—	7,729	7,729
Distributions to noncontrolling interests	—	—	—	—	—	(97,510)	(97,510)
BALANCE AT SEPTEMBER 30, 2018	1,570	3,846,392	(703,330)	948,148	4,092,780	185,594	4,278,374
Net loss	—	—	—	(261,050)	(261,050)	77,060	(183,990)
Cumulative effect of accounting standard adoption	—	—	—	(12,452)	(12,452)	—	(12,452)
Other comprehensive loss	—	—	(160,867)	—	(160,867)	(100)	(160,967)
Issuance of stock	44	66,517	—	—	66,561	—	66,561
Repurchases of stock	(39)	(23,071)	—	(75,098)	(98,208)	—	(98,208)
Stock based compensation	—	63,812	—	—	63,812	—	63,812
Other transactions with noncontrolling interests	—	—	—	—	—	16,208	16,208
Contributions from noncontrolling interests	—	—	—	—	—	5,069	5,069
Distributions to noncontrolling interests	—	—	—	—	—	(75,057)	(75,057)
BALANCE AT SEPTEMBER 30, 2019	1,575	3,953,650	(864,197)	599,548	3,690,576	208,774	3,899,350
Net loss	—	—	—	(186,370)	(186,370)	32,629	(153,741)
Cumulative effect of accounting standard adoption	—	—	—	(87,787)	(87,787)	—	(87,787)
Other comprehensive loss	—	—	(54,477)	—	(54,477)	314	(54,163)
Issuance of stock	43	63,297	—	—	63,340	—	63,340
Repurchases of stock	(48)	(35,762)	—	(151,143)	(186,953)	—	(186,953)
Stock based compensation	—	54,229	—	—	54,229	—	54,229
Disposal of noncontrolling interest of business sold	—	—	—	—	—	(60,089)	(60,089)
Contributions from noncontrolling interests	—	—	—	—	—	9,917	9,917
Distributions to noncontrolling interests	—	—	—	—	—	(70,559)	(70,559)
BALANCE AT SEPTEMBER 30, 2020	\$ 1,570	\$ 4,035,414	\$ (918,674)	\$ 174,248	\$ 3,292,558	\$ 120,986	\$ 3,413,544

See accompanying Notes to Consolidated Financial Statements.

**AECOM**

**Consolidated Statements of Cash Flows**  
(in thousands)

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Net (loss) income	\$ (153,741)	\$ (183,990)	\$ 197,127
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	237,376	261,185	267,570
Equity in earnings of unconsolidated joint ventures	(23,279)	(80,990)	(81,133)
Distribution of earnings from unconsolidated joint ventures	90,158	65,954	118,712
Non-cash stock compensation	54,229	63,812	73,095
Prepayment premium on redemption of unsecured senior notes	16,986	—	34,504
Impairment of long-lived assets, including goodwill	336,472	615,400	168,178
Loss on disposal activities	—	10,381	2,949
Gain on sale of discontinued operations	(161,900)	—	—
Foreign currency translation	(31,919)	(19,099)	(48,270)
Write-off of debt issuance costs	—	—	7,048
Deferred income tax expense (benefit)	11,130	(98,015)	36,746
Other	32,028	5,899	(472)
Changes in operating assets and liabilities, net of effects of acquisitions:			
Accounts receivable and contract assets	(136,955)	(316,487)	(381,787)
Prepaid expenses and other assets	(31,815)	(16,576)	(75,980)
Accounts payable	(192,980)	251,410	474,950
Accrued expenses and other current liabilities	118,441	259,572	18,474
Contract liabilities	128,312	7,559	2,729
Other long-term liabilities	37,079	(48,399)	(39,887)
Net cash provided by operating activities	<u>329,622</u>	<u>777,616</u>	<u>774,553</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Proceeds from sale of discontinued operations, net of cash disposed	2,218,866	—	—
Proceeds from purchase price adjustment on business acquisition	—	—	2,203
Cash acquired from consolidation of joint venture	—	—	7,630
Proceeds from disposal of businesses, net of cash disposed	—	46,490	19,537
Investment in unconsolidated joint ventures	(111,077)	(141,769)	(91,030)
Return of investment in unconsolidated joint ventures	28,047	22,750	105,769
Proceeds from sale of investments	12,392	12,365	7,174
Payments for purchase of investments	—	(3,223)	(23,492)
Proceeds from disposal of property and equipment	3,800	17,291	26,401
Payments for capital expenditures	(114,591)	(100,664)	(113,279)
Net cash provided by (used in) investing activities	<u>2,037,437</u>	<u>(146,760)</u>	<u>(59,087)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
Proceeds from borrowings under credit agreements	4,452,078	7,700,774	8,529,014
Repayments of borrowings under credit agreements	(5,568,320)	(7,984,624)	(8,040,262)
Redemption of unsecured senior notes	(248,522)	—	(800,000)
Prepayment premium on redemption of unsecured senior notes	(16,986)	—	(34,504)
Cash paid for debt issuance costs	(4,228)	—	(12,181)
Proceeds from issuance of common stock	26,388	30,448	35,233
Proceeds from exercise of stock options	—	—	2,750
Payments to repurchase common stock	(186,953)	(98,208)	(179,466)
Net distributions to noncontrolling interests	(60,642)	(69,988)	(89,781)
Other financing activities	(20,785)	(11,681)	(35,671)
Net cash used in financing activities	<u>(1,627,970)</u>	<u>(433,279)</u>	<u>(624,868)</u>
EFFECT OF EXCHANGE RATE CHANGES ON CASH	(1,194)	(3,956)	(6,227)
NET INCREASE IN CASH AND CASH EQUIVALENTS	737,895	193,621	84,371
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	1,080,354	886,733	802,362
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>1,818,249</u>	<u>1,080,354</u>	<u>886,733</u>
LESS: CASH AND CASH EQUIVALENTS INCLUDED IN CURRENT ASSETS HELD FOR SALE	(109,917)	(194,715)	(155,240)
CASH AND CASH EQUIVALENTS OF CONTINUING OPERATIONS AT END OF YEAR	<u>\$ 1,708,332</u>	<u>\$ 885,639</u>	<u>\$ 731,493</u>
<b>SUPPLEMENTAL CASH FLOW INFORMATION:</b>			
Interest paid	\$ (201,402)	\$ (222,263)	\$ (271,842)
Net income taxes (paid) refund received	<u>\$ (71,031)</u>	<u>\$ 2,500</u>	<u>\$ (40,589)</u>

See accompanying Notes to Consolidated Financial Statements.

## AECOM

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

#### 1. Significant Accounting Policies

**Organization**—AECOM and its consolidated subsidiaries provide planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government. The Company also provides construction services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas.

**Fiscal Year**—The Company reports results of operations based on 52 or 53-week periods ending on the Friday nearest September 30. For clarity of presentation, all periods are presented as if the year ended on September 30. Fiscal years 2020, 2019 and 2018 each contained 53, 52 and 52 weeks, respectively, and ended on October 2, September 27, and September 28, respectively.

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

**Principles of Consolidation and Presentation**—The consolidated financial statements include the accounts of all majority-owned subsidiaries and joint ventures in which the Company is the primary beneficiary. All inter-company accounts have been eliminated in consolidation. Also see Note 6 regarding joint ventures and variable interest entities.

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

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

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

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

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

- Client credit worthiness; and
- General economic conditions.

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

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

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

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

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

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

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

**Property and Equipment**—Property and equipment are recorded at cost and are depreciated over their estimated useful lives using the straight-line method. Expenditures for maintenance and repairs are expensed as incurred. Typically, estimated useful lives range from ten to forty-five years for buildings, three to ten years for furniture and fixtures and three to twelve years for computer systems and equipment. Leasehold improvements are amortized on a straight-line basis over the shorter of their estimated useful lives or the remaining terms of the underlying lease agreement.

**Long-Lived Assets**—Long-lived assets to be held and used are reviewed for impairment whenever events or circumstances indicate that the assets may not be recoverable. The carrying amount of an asset to be held and used is not recoverable if it exceeds the sum of the undiscounted cash flows expected from the use and eventual disposition of the asset. For assets to be held and used, impairment losses are recognized based upon the excess of the asset's carrying amount over the fair value of the asset. For long-lived assets to be disposed, impairment losses are recognized at the lower of the carrying amount or fair value less cost to sell.



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

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

During the impairment test, the Company estimates the fair value of the reporting unit using income and market approaches, and compares that amount to the carrying value of that reporting unit. In the event the fair value of the reporting unit is determined to be less than the carrying value, goodwill is impaired, and an impairment loss is recognized equal to the excess, limited to the total amount of goodwill allocated to the reporting unit. See also Note 3.

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

**Insurance Reserves**—The Company maintains insurance for certain insurable business risks. Insurance coverage contains various retention and deductible amounts for which the Company accrues a liability based upon reported claims and an actuarially determined estimated liability for certain claims incurred but not reported. It is generally the Company's policy not to accrue for any potential legal expense to be incurred in defending the Company's position. The Company believes that its accruals for estimated liabilities associated with professional and other liabilities are sufficient and any excess liability beyond the accrual is not expected to have a material adverse effect on the Company's results of operations or financial position.

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

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

**Noncontrolling Interests**—Noncontrolling interests represent the equity investments of the minority owners in the Company's joint ventures and other subsidiary entities that the Company consolidates in its financial statements.

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

## 2. **New Accounting Pronouncements and Changes in Accounting**

In May 2014, the Financial Accounting Standards Board (FASB) issued new accounting guidance which amended the existing accounting standards for revenue recognition. The new accounting guidance establishes principles for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The Company adopted the new standard on October 1, 2018, using the modified retrospective method, which resulted in an adjustment to retained earnings of \$7.0 million, net of tax. Detailed disclosures regarding the adoption and other required disclosures can be found in Note 4.

In February 2016, the FASB issued new accounting guidance which changes accounting requirements for leases. The new guidance requires lessees to recognize the assets and liabilities arising from all leases, including those classified as operating leases under previous accounting guidance, on the balance sheet. It also requires disclosure of key information about leasing arrangements to increase transparency and comparability among organizations. The Company adopted the new guidance beginning October 1, 2019 using the modified retrospective adoption method, which resulted in a downward adjustment to retained earnings of \$87.8 million, net of tax. Detailed disclosures regarding the adoption and other required disclosures can be found in Note 11.

In June 2016, the FASB issued a new credit loss standard that changes the impairment model for most financial assets and some other instruments. The new guidance will replace the current “incurred loss” approach with an “expected loss” model for instruments measured at amortized cost. It also simplifies the accounting model for purchased credit-impaired debt securities and loans. The guidance will be effective for the Company’s fiscal year starting October 1, 2020. The Company does not expect that the adoption of this standard will have a material impact on its consolidated financial statements.

In February 2018, the FASB issued new accounting guidance which provides entities the option to reclassify certain tax effects from other comprehensive income to retained earnings. The guidance addresses a narrow-scope financial reporting issue related to the tax effects that may become stranded in accumulated other comprehensive income as a result of the enactment of the Tax Cuts and Jobs Act (Tax Act). Under the guidance, an entity may elect to reclassify the income tax effects of the Tax Act on items within accumulated other comprehensive income to retained earnings. The Company has determined that it will not make this election.

In August 2018, the FASB issued new accounting guidance aligning the capitalization of certain implementation costs incurred in a hosting arrangement that is a service contract with previously existing guidance for capitalizing costs incurred to develop internal-use software. The new guidance will be effective for the Company’s fiscal year starting October 1, 2020. The Company does not expect that the adoption of this guidance will have a material impact on its consolidated financial statements.

In August 2018, the FASB issued new accounting guidance amending the disclosure requirements for fair value measurements. These improvements will require more disclosure for amounts measured at fair value, and specifically unobservable inputs used in fair value measurements. The Company expects to adopt the new guidance starting on October 1, 2020. The Company is currently evaluating the impact that the new guidance will have on its financial reporting process.

In March 2020, the Securities and Exchange Commission (SEC) adopted final rules that amend the financial disclosure requirement for guarantors of registered debt securities in Rule 3-10 of Regulation S-X. The new rules amend and streamline the disclosures required by guarantors and issuers of guaranteed securities. Among other things, the new disclosures may be located outside the financial statements. The new rule is effective January 4, 2021, and early adoption is permitted. The Company adopted the new rule on March 31, 2020. Accordingly, the revised condensed consolidating financial information is presented outside of these consolidated financial statements.

### **3. Discontinued Operations, Goodwill, and Intangible Assets**

On October 12, 2019, the Company entered into a purchase and sale agreement with Maverick Purchaser Sub, LLC (“Purchaser”), an affiliate of American Securities LLC and Lindsay Goldberg LLC. Per the terms of that agreement, the Company agreed to transfer the assets and liabilities constituting its Management Services business to the Purchaser. The transaction with the Purchaser closed on January 31, 2020. The Company received total cash consideration of \$2.28 billion inclusive of the receipt in the third quarter of fiscal 2020 of \$122.0 million received in connection with a favorable working capital purchase price adjustment and contingent consideration of approximately \$120 million attributable to certain claims related to prior work and engagements. As a result of the sale, the Company recognized a pre-tax gain of \$161.9 million. The gain on sale was included in the net loss from discontinued operations in the Consolidated Statements of Operations.

Additionally, in the first quarter of fiscal 2020, management approved a plan to dispose via sale the Company’s self-perform at-risk construction businesses within the next year. These businesses include the Company’s civil infrastructure, power, and oil and gas construction businesses that were previously reported in the Company’s Construction Services segment. After consideration of the relevant facts, the Company concluded the assets and liabilities of its Management Services business and its self-perform at-risk construction businesses met the criteria for classification as held for sale. The Company concluded the actual and proposed disposal activities represented a strategic shift that will have a major effect on the Company’s operations and financial results and qualified for presentation as discontinued operations in accordance with FASB Accounting Standards Codification (ASC) 205-20. Accordingly, the financial results of the Management Services business and the self-perform at-risk construction businesses are presented in the Consolidated Statements of Operations as discontinued operations for all periods presented. Current and non-current assets and liabilities of these businesses not sold as of the balance sheet date are presented in the Consolidated Balance Sheets as assets and liabilities held for sale for both periods presented. Interest expense allocated to discontinued operations represents interest expenses for the discontinued operations’ finance leases and term loans, which were required to be settled upon the sale of the Management Services business.

During the second quarter of fiscal 2020, the Company identified indicators of impairment for the self-perform at-risk construction business. Specifically, the Company’s forecast for its Oil and Gas business decreased significantly from the prior period due primarily to the volatility in global oil prices, which negatively impacted forecasts for future revenues and earnings. As a result, the Company assessed the Oil and Gas business for impairment and determined the fair value of the disposal group was lower than its carrying value. Fair value was estimated using Level 3 inputs, such as forecasted cash flows. Accordingly, the Company recorded impairment losses for that business’ goodwill of approximately \$83.6 million and intangible assets of approximately \$5.7 million. These impairment losses were recorded in net loss from discontinued operations on the Consolidated Statements of Operations.

During the fourth quarter of fiscal 2020, the Company recorded a \$247.2 million loss related to the remeasurement of its self-perform at-risk construction businesses to fair value less cost to sell. Fair value was estimated using Level 3 inputs, such as forecasted cash flows, and Level 2 inputs, including bid prices from potential buyers.

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

	<u>September 30,</u> <u>2020</u>	<u>September 30,</u> <u>2019</u>
Cash and cash equivalents	\$ 109.9	\$ 194.7
Receivables and contract assets	544.3	1,326.6
Other	62.5	112.0
Current assets held for sale	<u>\$ 716.7</u>	<u>\$ 1,633.3</u>
Property and equipment, net	\$ 119.8	\$ 153.8
Goodwill	—	1,798.5
Other	254.4	364.7
Write-down of assets to fair value less cost to sell	(247.2)	—
Non-current assets held for sale	<u>\$ 127.0</u>	<u>\$ 2,317.0</u>
Accounts payable and accrued expenses	\$ 394.5	\$ 1,056.0
Contract liabilities	73.6	88.9
Other	1.6	18.8
Current liabilities held for sale	<u>\$ 469.7</u>	<u>\$ 1,163.7</u>
Long-term liabilities held for sale	<u>\$ 98.8</u>	<u>\$ 314.0</u>

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

	<u>Fiscal Year Ended</u>	
	<u>September 30,</u> <u>2020</u>	<u>September 30,</u> <u>2019</u>
Revenue	\$ 3,150.8	\$ 6,530.9
Cost of revenue	3,179.2	6,329.1
Gross (loss) profit	(28.4)	201.8
Equity in earnings of joint ventures	(25.5)	31.7
Gain (loss) on disposal activities	161.9	(14.0)
Transaction costs	(43.2)	—
Impairment of long-lived assets, including goodwill	(336.5)	(590.5)
Loss from operations	(271.7)	(371.0)
Other income	1.8	2.5
Interest expense	(40.5)	(64.8)
Loss before taxes	(310.4)	(433.3)
Income tax (benefit) expense	30.2	(13.6)
Net loss from discontinued operations	<u>\$ (340.6)</u>	<u>\$ (419.7)</u>

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

	Fiscal Year Ended	
	September 30, 2020	September 30, 2019
Depreciation and amortization:	\$	\$
Property and equipment	4.6	26.9
Intangible assets and capitalized debt issuance costs	26.0	66.5
Payments for capital expenditures	(19.6)	(20.1)

The changes in the carrying value of goodwill by reportable segment for the year ended September 30, 2020 were as follows:

	September 30, 2019	Foreign Exchange Impact (in millions)	September 30, 2020
	Americas	\$ 2,618.6	\$ (1.5)
International	858.2	8.9	867.1
Total	<u>\$ 3,476.8</u>	<u>\$ 7.4</u>	<u>\$ 3,484.2</u>

The gross amounts and accumulated amortization of the Company's acquired identifiable intangible assets with finite useful lives as of September 30, 2020 and September 30, 2019, included in intangible assets—net, in the accompanying consolidated balance sheets, were as follows:

	September 30, 2020			September 30, 2019			Amortization Period (years)
	Gross Amount	Accumulated Amortization	Intangible Assets, Net (in millions)	Gross Amount	Accumulated Amortization	Intangible Assets, Net	
Backlog and customer relationships	\$ 662.8	\$ (585.9)	\$ 76.9	\$ 661.4	\$ (561.8)	\$ 99.6	1 - 11

Amortization expense of acquired intangible assets included within cost of revenue was \$24.1 million and \$25.2 million for the years ended September 30, 2020 and 2019, respectively. The following table presents estimated amortization expense of existing intangible assets for the succeeding years:

Fiscal Year	(in millions)
2021	\$ 20.3
2022	19.5
2023	18.6
2024	17.3
2025	0.7
Thereafter	0.5
Total	<u>\$ 76.9</u>

#### 4. Revenue Recognition

On October 1, 2018, the Company adopted ASC 606 on a modified retrospective basis, which amended the accounting standards for revenue recognition. As a result, the new guidance was applied retrospectively to contracts which were not completed as of October 1, 2018. Contracts completed prior to October 1, 2018 were accounted for using the guidance in effect at that time. The cumulative effect of applying the new guidance was recorded as a reduction to retained earnings at October 1, 2018 of \$7.0 million, net of tax. Consistent with the modified retrospective transition approach, the comparative period was not adjusted to conform with current period presentation. The adjustment was primarily related to segmenting or combining contracts by performance obligations identified under the criteria of the new standard.

The new accounting guidance establishes principles for recognizing revenue upon the transfer of control of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The Company generally recognizes revenues over time as performance obligations are satisfied. The Company generally measures its progress to completion using an input measure of total costs incurred divided by total costs expected to be incurred. In the course of providing its services, the Company routinely subcontracts for services and incurs other direct costs on behalf of its clients. These costs are passed through to clients and, in accordance with GAAP, are included in the Company's revenue and cost of revenue. These subcontractor and other direct costs for the years ended September 30, 2020, 2019 and 2018 were \$7.1 billion, \$7.4 billion and \$7.7 billion, respectively.

Recognition of revenue and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the balance sheet date, such as engineering progress, material quantities, the achievement of milestones, penalty provisions, labor productivity and cost estimates. Additionally, the Company is required to make estimates for the amount of consideration to be received, including bonuses, awards, incentive fees, claims, unpriced change orders, penalties, and liquidated damages. Variable consideration is included in the estimate of the transaction price only to the extent that a significant reversal would not be probable. Management continuously monitors factors that may affect the quality of its estimates, and material changes in estimates are disclosed accordingly. Costs attributable to claims are treated as costs of contract performance as incurred.

The following summarizes the Company's major contract types:

*Cost Reimbursable Contracts*

Cost reimbursable contracts include cost-plus fixed fee, cost-plus fixed rate, and time-and-materials price contracts. Under cost-plus contracts, the Company charges clients for its costs, including both direct and indirect costs, plus a negotiated fee or rate. The Company recognizes revenue based on actual direct costs incurred and the applicable fixed rate or portion of the fixed fee earned as of the balance sheet date. Under time-and-materials price contracts, the Company negotiates hourly billing rates and charges its clients based on the actual time that it expends on a project. In addition, clients reimburse the Company for materials and other direct incidental expenditures incurred in connection with its performance under the contract. The Company may apply a practical expedient to recognize revenue in the amount in which it has the right to invoice if its right to consideration is equal to the value of performance completed to date.

*Guaranteed Maximum Price Contracts (GMP)*

GMP contracts share many of the same contract provisions as cost-plus and fixed-price contracts. As with cost-plus contracts, clients are provided a disclosure of all the project costs, and a lump sum or percentage fee is separately identified. The Company provides clients with a guaranteed price for the overall project (adjusted for change orders issued by clients) and a schedule including the expected completion date. Cost overruns or costs associated with project delays in completion could generally be the Company's responsibility. For many of the Company's commercial or residential GMP contracts, the final price is generally not established until the Company has subcontracted a substantial percentage of the trade contracts with terms consistent with the master contract, and it has negotiated additional contractual limitations, such as waivers of consequential damages as well as aggregate caps on liabilities and liquidated damages. Revenue is recognized for GMP contracts as project costs are incurred relative to total estimated project costs.

*Fixed-Price Contracts*

Fixed price contracts include both lump-sum and fixed-unit price contracts. Under lump-sum contracts, the Company performs all the work under the contract for a specified fee. Lump-sum contracts are typically subject to price adjustments if the scope of the project changes or unforeseen conditions arise. Under fixed-unit price contracts, the Company performs a number of units of work at an agreed price per unit with the total payment under the contract determined by the actual number of units delivered. Revenue is recognized for fixed-price contracts using the input method measured on a cost-to-cost basis.

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

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
	(in millions)		
Cost reimbursable	\$ 5,734.5	\$ 5,958.2	\$ 5,440.3
Guaranteed maximum price	3,896.8	3,962.6	4,673.9
Fixed price	3,608.7	3,721.7	3,764.1
Total revenue	<u>\$ 13,240.0</u>	<u>\$ 13,642.5</u>	<u>\$ 13,878.3</u>

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
	(in millions)		
Americas	\$ 10,138.3	\$ 10,390.8	\$ 10,512.3
Europe, Middle East, Africa	1,620.3	1,752.1	1,816.2
Asia Pacific	1,481.4	1,499.6	1,549.8
Total revenue	<u>\$ 13,240.0</u>	<u>\$ 13,642.5</u>	<u>\$ 13,878.3</u>

As of September 30, 2020, the Company had allocated \$18.9 billion of transaction price to unsatisfied or partially satisfied performance obligations, of which approximately 60% is expected to be satisfied within the next twelve months.

Contract liabilities represent amounts billed to clients in excess of revenue recognized to date. The Company recognized revenue of \$592.7 million and \$595.7 million during the years ended September 30, 2020 and 2019, respectively, that was included in contract liabilities as of September 30, 2019 and 2018, respectively.

The Company's timing of revenue recognition may not be consistent with its rights to bill and collect cash from its clients. Those rights are generally dependent upon advance billing terms, milestone billings based on the completion of certain phases of work or when services are performed. The Company's accounts receivable represent amounts billed to clients that have yet to be collected and represent an unconditional right to cash from its clients. Contract assets represent the amount of contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the balance sheet date. Contract liabilities represent billings as of the balance sheet date, as allowed under the terms of a contract, but not yet recognized as contract revenue pursuant to the Company's revenue recognition policy.

Net accounts receivable consisted of the following:

	Fiscal Year Ended	
	September 30, 2020	September 30, 2019
	(in millions)	
Billed	\$ 2,419.6	\$ 2,368.2
Contract retentions	524.2	557.5
Total accounts receivable—gross	2,943.8	2,925.7
Allowance for doubtful accounts	(77.9)	(56.5)
Total accounts receivable—net	<u>\$ 2,865.9</u>	<u>\$ 2,869.2</u>

Substantially all contract assets as of September 30, 2020 and September 30, 2019 are expected to be billed and collected within twelve months, except for claims. Significant claims recorded in contract assets and other non-current assets were approximately \$170 million and \$110 million as of September 30, 2020 and September 30, 2019, respectively. The asset related to the Deactivation, Demolition, and Removal Project retained from the Purchaser discussed in Note 18 is presented in prepaid expense and other current assets from continuing operations in the Consolidated Balance Sheet. Contract retentions represent amounts invoiced to clients where payments have been withheld from progress payments until the contracted work has been completed and approved by the client. These retention agreements vary from project to project and could be outstanding for several months or years.

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

No single client accounted for more than 10% of the Company's outstanding receivables at September 30, 2020 and September 30, 2019.

The Company sold trade receivables to financial institutions, of which \$166.6 million and \$91.9 million were outstanding as of September 30, 2020 and September 30, 2019, respectively. The Company does not retain financial or legal obligations for these receivables that would result in material losses. The Company's ongoing involvement is limited to the remittance of customer payments to the financial institutions with respect to the sold trade receivables.

## 5. Property and Equipment

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

	Fiscal Year Ended		Useful Lives (years)
	September 30, 2020	September 30, 2019	
	(in millions)		
Building and land	\$ 11.5	\$ 11.2	10 - 45
Leasehold improvements	343.2	363.5	1 - 20
Computer systems and equipment	557.4	582.3	3 - 12
Furniture and fixtures	134.8	133.0	3 - 10
Total	1,046.9	1,090.0	
Accumulated depreciation and amortization	(665.2)	(684.4)	
Property and equipment, net	\$ 381.7	\$ 405.6	

Depreciation expense for the fiscal years ended September 30, 2020, 2019 and 2018 were \$163.4 million, \$137.5 million, and \$125.5 million, respectively. Depreciation is calculated using primarily the straight-line method over the estimated useful lives of the assets, or in the case of leasehold improvements and capitalized leases, the lesser of the remaining term of the lease or its estimated useful life.

## 6. Joint Ventures and Variable Interest Entities

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

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

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



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

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

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

Contractually required support provided to the Company’s joint ventures is discussed in Note 18.

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

	September 30, 2020	September 30, 2019
	(in millions)	
Current assets	\$ 536.3	\$ 581.3
Non-current assets	77.0	75.4
<b>Total assets</b>	<b>\$ 613.3</b>	<b>\$ 656.7</b>
Current liabilities	\$ 409.9	\$ 432.8
Non-current liabilities	1.5	—
<b>Total liabilities</b>	<b>411.4</b>	<b>432.8</b>
Total AECOM equity	113.9	137.9
Noncontrolling interests	88.0	86.0
Total owners’ equity	201.9	223.9
<b>Total liabilities and owners’ equity</b>	<b>\$ 613.3</b>	<b>\$ 656.7</b>

Total revenue of the consolidated joint ventures was \$787.6 million, \$1,095.2 million, and \$1,322.8 million for the years ended September 30, 2020, 2019 and 2018, respectively. The assets of the Company’s consolidated joint ventures are restricted for use only by the particular joint venture and are not available for the general operations of the Company.

Summary of financial information of the unconsolidated joint ventures, as derived from their unaudited financial statements, is as follows:

	September 30, 2020	September 30, 2019
	(in millions)	
Current assets	\$ 1,087.2	\$ 1,133.5
Non-current assets	465.8	904.5
<b>Total assets</b>	<b>\$ 1,553.0</b>	<b>\$ 2,038.0</b>
Current liabilities	\$ 937.1	\$ 1,115.5
Non-current liabilities	58.9	182.3
<b>Total liabilities</b>	<b>996.0</b>	<b>1,297.8</b>
Joint ventures' equity	557.0	740.2
<b>Total liabilities and joint ventures' equity</b>	<b>\$ 1,553.0</b>	<b>\$ 2,038.0</b>
AECOM's investment in joint ventures	\$ 229.3	\$ 256.1
	Twelve Months Ended	
	September 30, 2020	September 30, 2019
	(in millions)	
Revenue	\$ 3,058.9	\$ 2,959.3
Cost of revenue	2,993.1	2,876.1
<b>Gross profit</b>	<b>\$ 65.8</b>	<b>\$ 83.2</b>
<b>Net income</b>	<b>\$ 59.8</b>	<b>\$ 83.4</b>

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

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
	(in millions)		
Pass through joint ventures	\$ 34.1	\$ 31.6	\$ 34.2
Other joint ventures	14.7	17.7	15.2
<b>Total</b>	<b>\$ 48.8</b>	<b>\$ 49.3</b>	<b>\$ 49.4</b>

## 7. Pension Benefit Obligations

In the U.S., the Company sponsors various qualified defined benefit pension plans. Benefits under these plans generally are based on the employee's years of creditable service and compensation; however, all U.S. defined benefit plans are closed to new participants and have frozen accruals.

The Company also sponsors various non-qualified plans in the U.S.; all of these plans are frozen. Outside the U.S., the Company sponsors various pension plans, which are appropriate to the country in which the Company operates, some of which are government mandated.

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

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
<b>Change in benefit obligation:</b>						
Benefit obligation at beginning of year	\$ 252.9	\$ 1,311.3	\$ 232.9	\$ 1,188.7	\$ 251.9	\$ 1,333.4
Service cost	—	0.6	—	0.5	—	1.1
Participant contributions	—	0.3	0.1	0.3	0.2	0.4
Interest cost	6.4	22.4	8.6	29.7	7.4	32.0
Benefits and expenses paid	(16.3)	(42.9)	(15.2)	(41.2)	(16.6)	(53.7)
Actuarial (gain) loss	20.7	82.8	27.8	206.5	(10.6)	(87.7)
Plan settlements	(2.1)	(4.1)	(1.3)	(3.7)	—	(3.0)
Plan amendments	—	—	—	5.2	0.6	—
Plan curtailments	—	—	—	—	—	(0.1)
Foreign currency translation (gain) loss	—	69.8	—	(74.7)	—	(33.7)
Benefit obligation at end of year	<u>\$ 261.6</u>	<u>\$ 1,440.2</u>	<u>\$ 252.9</u>	<u>\$ 1,311.3</u>	<u>\$ 232.9</u>	<u>\$ 1,188.7</u>

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
<b>Change in plan assets</b>						
Fair value of plan assets at beginning of year	\$ 129.3	\$ 1,068.8	\$ 131.4	\$ 965.9	\$ 136.5	\$ 993.1
Actual return on plan assets	11.7	59.5	4.5	180.3	4.3	29.3
Employer contributions	7.0	27.7	9.8	28.1	7.0	27.8
Participant contributions	—	0.3	0.1	0.3	0.2	0.4
Benefits and expenses paid	(16.3)	(42.9)	(15.2)	(41.2)	(16.6)	(53.7)
Plan settlements	(2.1)	(4.1)	(1.3)	(3.7)	—	(3.0)
Foreign currency translation gain (loss)	—	56.9	—	(60.9)	—	(28.0)
Fair value of plan assets at end of year	<u>\$ 129.6</u>	<u>\$ 1,166.2</u>	<u>\$ 129.3</u>	<u>\$ 1,068.8</u>	<u>\$ 131.4</u>	<u>\$ 965.9</u>

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
<b>Reconciliation of funded status:</b>						
Funded status at end of year	\$ (132.0)	\$ (274.0)	\$ (123.6)	\$ (242.5)	\$ (101.5)	\$ (222.8)
Contribution made after measurement date	N/A	N/A	N/A	N/A	N/A	N/A
Net amount recognized at end of year	<u>\$ (132.0)</u>	<u>\$ (274.0)</u>	<u>\$ (123.6)</u>	<u>\$ (242.5)</u>	<u>\$ (101.5)</u>	<u>\$ (222.8)</u>

The following table sets forth the amounts recognized in the consolidated balance sheets as of September 30, 2020, 2019 and 2018:

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
(in millions)						
Amounts recognized in the consolidated balance sheets:						
Other non-current assets	\$ —	\$ 44.0	\$ —	\$ 28.2	\$ —	\$ 19.1
Accrued expenses and other current liabilities	(6.5)	—	(7.3)	—	(6.3)	—
Pension benefit obligations	(125.5)	(318.0)	(116.3)	(270.7)	(95.2)	(241.9)
Net amount recognized in the balance sheet	<u>\$ (132.0)</u>	<u>\$ (274.0)</u>	<u>\$ (123.6)</u>	<u>\$ (242.5)</u>	<u>\$ (101.5)</u>	<u>\$ (222.8)</u>

The following table details the reconciliation of amounts in the consolidated statements of stockholders' equity for the fiscal years ended September 30, 2020, 2019 and 2018:

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
(in millions)						
Reconciliation of amounts in consolidated statements of stockholders' equity:						
Prior service (cost) credit	\$ (0.1)	\$ (1.2)	\$ (0.7)	\$ (1.2)	\$ (0.8)	\$ 4.1
Net loss	(133.5)	(297.8)	(123.1)	(233.0)	(94.8)	(186.4)
Total recognized in accumulated other comprehensive loss	<u>\$ (133.6)</u>	<u>\$ (299.0)</u>	<u>\$ (123.8)</u>	<u>\$ (234.2)</u>	<u>\$ (95.6)</u>	<u>\$ (182.3)</u>

The components of net periodic benefit cost other than the service cost component are included in other income (expense) in the consolidated statement of operations. The following table details the components of net periodic benefit cost for the Company's pension plans for fiscal years ended September 30, 2020, 2019 and 2018:

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
(in millions)						
Components of net periodic benefit cost:						
Service costs	\$ —	\$ 0.6	\$ —	\$ 0.5	\$ —	\$ 1.1
Interest cost on projected benefit obligation	6.4	22.4	8.6	29.7	7.4	32.0
Expected return on plan assets	(7.0)	(37.5)	(9.0)	(38.1)	(9.0)	(43.1)
Amortization of prior service costs (credits)	0.1	0.1	0.1	(0.1)	0.1	(0.2)
Amortization of net loss	5.0	8.6	3.9	4.1	4.1	8.2
Curtailement loss recognized	0.5	—	—	—	—	—
Settlement loss recognized	0.6	0.5	0.2	0.8	—	0.3
Net periodic benefit cost	<u>\$ 5.6</u>	<u>\$ (5.3)</u>	<u>\$ 3.8</u>	<u>\$ (3.1)</u>	<u>\$ 2.6</u>	<u>\$ (1.7)</u>

The amount of applicable deferred income taxes included in other comprehensive income arising from a change in net prior service cost and net gain/loss was \$15.0 million, \$15.9 million, and \$15.8 million in the years ended September 30, 2020, 2019 and 2018, respectively.

Amounts included in accumulated other comprehensive loss as of September 30, 2020 that are expected to be recognized as components of net periodic benefit cost during fiscal 2021 are (in millions):

	U.S.	Int'l
Amortization of prior service cost	\$ —	\$ (0.1)
Amortization of net actuarial losses	(5.9)	(8.7)
Total	<u>\$ (5.9)</u>	<u>\$ (8.8)</u>

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

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Projected benefit obligation	\$ 260.7	\$ 1,216.6	\$ 252.5	\$ 1,141.9	\$ 232.2	\$ 1,002.6
Accumulated benefit obligation	260.7	1,211.5	252.5	1,132.7	232.2	991.9
Fair value of plan assets	129.6	898.5	129.3	871.2	131.3	760.7

Funding requirements for each pension plan are determined based on the local laws of the country where such pension plan resides. In certain countries, the funding requirements are mandatory while in other countries, they are discretionary. The Company currently intends to contribute \$28.4 million to the international plans in fiscal 2021. The required minimum contributions for U.S. plans are not significant. In addition, the Company may make discretionary contributions. The Company currently intends to contribute \$12.2 million to U.S. plans in fiscal 2021.

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

Year Ending September 30,	U.S.	Int'l
2021	\$ 19.1	\$ 50.6
2022	18.8	48.6
2023	17.7	50.5
2024	17.6	51.5
2025	17.4	52.6
2026-2030	79.2	286.4
Total	<u>\$ 169.8</u>	<u>\$ 540.2</u>

The underlying assumptions for the pension plans are as follows:

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)					
Weighted-average assumptions to determine benefit obligation:						
Discount rate	2.25 %	1.67 %	2.94 %	1.81 %	4.12 %	2.91 %
Salary increase rate	N/A	2.68 %	N/A	2.52 %	N/A	2.79 %
Weighted-average assumptions to determine net periodic benefit cost:						
Discount rate	2.94 %	1.81 %	4.12 %	2.91 %	3.66 %	2.67 %
Salary increase rate	N/A	2.52 %	N/A	2.79 %	N/A	2.76 %
Expected long-term rate of return on plan assets	7.30 %	4.03 %	7.00 %	4.43 %	7.00 %	4.73 %

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

The following table summarizes the Company's target allocation for 2020 and pension plan asset allocation, both U.S. and international, as of September 30, 2020 and 2019:

Asset Category:	Target Allocations		Percentage of Plan Assets as of September 30,			
			2020		2019	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
Equities	45 %	26 %	47 %	26 %	45 %	36 %
Debt	43	53	42	54	44	31
Cash	2	4	1	4	2	3
Property and other	10	17	10	16	9	30
Total	100 %	100 %	100 %	100 %	100 %	100 %

The Company's domestic and foreign plans seek a competitive rate of return relative to an appropriate level of risk depending on the funded status and obligations of each plan and typically employ both active and passive investment management strategies. The Company's risk management practices include diversification across asset classes and investment styles and periodic rebalancing toward asset allocation targets. The target asset allocation selected for each plan reflects a risk/return profile that the Company believes is appropriate relative to each plan's liability structure and return goals.

To develop the expected long-term rate of return on assets assumption, the Company considered the historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the pension portfolio and the diversification of the portfolio. This resulted in the selection of a 7.30% and 4.03% weighted-average long-term rate of return on assets assumption for the fiscal year ended September 30, 2020 for U.S. and non-U.S. plans, respectively.

As of September 30, 2020, the fair values of the Company's pension plan assets by major asset categories were as follows:

	Total Carrying Value as of September 30, 2020	Fair Value Measurement as of September 30, 2020			Investments measured at NAV
		Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2) (in millions)	Significant Unobservable Inputs (Level 3)	
Cash and cash equivalents	\$ 50.6	\$ 20.2	\$ 30.4	\$ —	\$ —
Equity and debt securities	442.3	442.3	—	—	—
Investment funds					
Diversified and equity funds	31.5	13.0	15.1	3.4	—
Fixed income funds	36.2	23.1	13.1	—	—
Common collective funds	707.5	—	—	—	707.5
Derivative instruments	27.7	—	27.7	—	—
Total	\$ 1,295.8	\$ 498.6	\$ 86.3	\$ 3.4	\$ 707.5

As of September 30, 2019, the fair values of the Company's pension plan assets by major asset categories were as follows:

	Total Carrying Value as of September 30, 2019	Fair Value Measurement as of September 30, 2019			Investments measured at NAV
		Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Cash and cash equivalents	\$ 35.7	\$ 21.1	\$ 14.6	\$ —	\$ —
Equity and debt securities	115.5	115.5	—	—	—
Investment funds					
Diversified and equity funds	155.7	141.9	13.8	—	—
Fixed income funds	36.6	21.3	15.3	—	—
Common collective funds	668.7	—	—	—	668.7
Assets held by insurance company	26.8	—	—	26.8	—
Derivative instruments	159.1	—	159.1	—	—
Total	\$ 1,198.1	\$ 299.8	\$ 202.8	\$ 26.8	\$ 668.7

Changes for the year ended September 30, 2020 in the fair value of the Company's recurring post-retirement plan Level 3 assets are as follows:

	September 30, 2019 Beginning balance	Actual return on plan assets, relating to assets still held at reporting date	Actual return on plan assets, relating to assets sold during the period	Purchases, sales and settlements	Transfer into / (out of) Level 3	Change due to exchange rate changes	September 30, 2020 Ending balance
Level 3 Assets	\$ 26.8	\$ (0.2)	\$ (2.1)	\$ (25.4)	\$ 3.2	\$ 1.1	\$ 3.4

Changes for the year ended September 30, 2019, in the fair value of the Company's recurring post-retirement plan Level 3 assets are as follows:

	September 30, 2018 Beginning balance	Actual return on plan assets, relating to assets still held at reporting date	Actual return on plan assets, relating to assets sold during the period	Purchases, sales and settlements	Transfer into / (out of) Level 3	Change due to exchange rate changes	September 30, 2019 Ending balance
Level 3 Assets	\$ 45.0	\$ 0.4	\$ (0.1)	\$ (17.0)	\$ —	\$ (1.5)	\$ 26.8

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

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

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

Hedge funds categorized as Level 3 are valued based on valuation models that include significant unobservable inputs and cannot be corroborated using verifiable observable market data. Hedge funds are valued by independent administrators. Depending on the nature of the assets, the general partners or independent administrators use both the income and market approaches in their models. The market approach consists of analyzing market transactions for comparable assets while the income approach uses earnings or the net present value of estimated future cash flows adjusted for liquidity and other risk factors. As of September 30, 2019, there were no material changes to the valuation techniques.

Common collective funds are valued based on net asset value (NAV) per share or unit as a practical expedient as reported by the fund manager, multiplied by the number of shares or units held as of the measurement date. Accordingly, these NAV-based investments have been excluded from the fair value hierarchy. These collective investment funds have minimal redemption notice periods and are redeemable daily at the NAV, less transaction fees, without significant restrictions. There are no significant unfunded commitments related to these investments.

### Multiemployer Pension Plans

The Company participates in construction-industry multiemployer pension plans. Generally, the plans provide defined benefits to substantially all employees covered by collective bargaining agreements. Under the Employee Retirement Income Security Act, a contributor to a multiemployer plan is liable, upon termination or withdrawal from a plan, for its proportionate share of a plan's unfunded vested liability. The Company's aggregate contributions to these multiemployer plans were \$4.0 million and \$7.5 million for the years ended September 30, 2020 and 2019, respectively. At September 30, 2020 and 2019, none of the plans in which the Company participates are individually significant to its consolidated financial statements.

### 8. Debt

Debt consisted of the following:

	September 30, 2020	September 30, 2019
	(in millions)	
2014 Credit Agreement	\$ 248.5	\$ 1,182.2
2014 Senior Notes	797.3	800.0
2017 Senior Notes	997.3	1,000.0
URS Senior Notes	—	248.1
Other debt	41.9	122.2
Total debt	2,085.0	3,352.5
Less: Current portion of debt and short-term borrowings	(20.9)	(98.3)
Less: Unamortized debt issuance costs	(23.0)	(36.2)
Long-term debt	<u>\$ 2,041.1</u>	<u>\$ 3,218.0</u>

The following table presents, in millions, scheduled maturities of the Company's debt as of September 30, 2020:

Fiscal Year	
2021	\$ 20.9
2022	17.9
2023	244.8
2024	5.1
2025	799.0
Thereafter	997.3
Total	<u>\$ 2,085.0</u>



*2014 Credit Agreement*

The Company entered into a credit agreement (Credit Agreement) on October 17, 2014, which, as amended to date, consists of (i) a term loan A facility that includes a \$510 million (US) term loan A facility with a term expiring on March 13, 2021 and a \$500 million Canadian dollar (CAD) term loan A facility and a \$250 million Australian dollar (AUD) term loan A facility, each with terms expiring on March 13, 2023; (ii) a \$600 million term loan B facility with a term expiring on March 13, 2025; and (iii) a revolving credit facility in an aggregate principal amount of \$1.35 billion with a term expiring on March 13, 2023. Some of subsidiaries of the Company (Guarantors) have guaranteed the obligations of the borrowers under the Credit Agreement. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of the assets of the Company and the Guarantors pursuant to a security and pledge agreement (Security Agreement). The collateral under the Security Agreement is subject to release upon fulfillment of conditions specified in the Credit Agreement and Security Agreement.

The Credit Agreement contains covenants that limit the ability of the Company and the ability of some of its subsidiaries to, among other things: (i) create, incur, assume, or suffer to exist liens; (ii) incur or guarantee indebtedness; (iii) pay dividends or repurchase stock; (iv) enter into transactions with affiliates; (v) consummate asset sales, acquisitions or mergers; (vi) enter into various types of burdensome agreements; or (vii) make investments.

On July 1, 2015, the Credit Agreement was amended to revise the definition of "Consolidated EBITDA" to increase the allowance for acquisition and integration expenses related to the Company's acquisition of the URS Corporation (URS) in October 2014.

On December 22, 2015, the Credit Agreement was amended to further revise the definition of "Consolidated EBITDA" by further increasing the allowance for acquisition and integration expenses related to the acquisition of URS and to allow for an internal corporate restructuring primarily involving the Company's international subsidiaries.

On September 29, 2016, the Credit Agreement and the Security Agreement were amended to (1) lower the applicable interest rate margins for the term loan A and the revolving credit facilities, and lower the applicable letter of credit fees and commitment fees to the revised consolidated leverage levels; (2) extend the term of the term loan A and the revolving credit facility to September 29, 2021; (3) add a new delayed draw term loan A facility tranche in the amount of \$185.0 million; (4) replace the then existing \$500 million performance letter of credit facility with a \$500 million basket to enter into secured letters of credit outside the Credit Agreement; and (5) revise covenants, including the Maximum Consolidated Leverage Ratio so that the step down from a 5.00 to a 4.75 leverage ratio is effective as of March 31, 2017 as well as the investment basket for the Company's AECOM Capital business.

On March 31, 2017, the Credit Agreement was amended to (1) expand the ability of restricted subsidiaries to borrow under "Incremental Term Loans;" (2) revise the definition of "Working Capital" as used in "Excess Cash Flow;" (3) revise the definitions for "Consolidated EBITDA" and "Consolidated Funded Indebtedness" to reflect the expected gain and debt repayment of an AECOM Capital disposition, which disposition was completed on April 28, 2017; and (4) amend provisions relating to the Company's ability to undertake internal restructuring steps to accommodate changes in tax laws.

On March 13, 2018, the Credit Agreement was amended to (1) refinance the existing term loan A facility to include a \$510 million (US) term loan A facility with a term expiring on March 13, 2021 and a \$500 million CAD term loan A facility and a \$250 million AUD term loan A facility each with terms expiring on March 13, 2023; (2) issue a new \$600 million term loan B facility to institutional investors with a term expiring on March 13, 2025; (3) increase the capacity of the Company's revolving credit facility from \$1.05 billion to \$1.35 billion and extend its term until March 13, 2023; (4) reduce the Company's interest rate borrowing costs as follows: (a) the term loan B facility, at the Company's election, Base Rate (as defined in the Credit Agreement) plus 0.75% or Eurocurrency Rate (as defined in the Credit Agreement) plus 1.75%, (b) the (US) term loan A facility, at the Company's election, Base Rate plus 0.50% or Eurocurrency Rate plus 1.50%, and (c) the Canadian (CAD) term loan A facility, the Australian (AUD) term loan A facility, and the revolving credit facility, an initial rate of, at the Company's election, Base Rate plus 0.75% or Eurocurrency Rate plus 1.75%, and after the end of the Company's fiscal quarter ended June 30, 2018, Base Rate loans plus a margin ranging from 0.25% to 1.00% or Eurocurrency Rate plus a margin from 1.25% to 2.00%, based on the Consolidated Leverage Ratio (as defined in the Credit Agreement); (5) revise covenants including increasing the amounts available under the restricted payment negative covenant and revising the Maximum Consolidated Leverage Ratio (as defined in the Credit Agreement) to include a 4.5 leverage ratio through September 30, 2019 after which the leverage ratio stepped down to 4.0.

On November 13, 2018, the Credit Agreement was amended to revise the definition of "Consolidated EBITDA" to increase corporate restructuring allowances and provide for additional flexibility under the covenants for non-core asset dispositions, among other changes.

On January 28, 2020, AECOM entered into Amendment No. 7 to the Credit Agreement which modifies the asset disposition covenant to permit the sale of the Management Services business and the mandatory prepayment provision so that only outstanding term loans were prepaid using the net proceeds from the sale.

On May 1, 2020, the Company entered into Amendment No. 8 to the Credit Agreement which allows for borrowings to be made, until three months after closing, up to an aggregate principal amount of \$400,000,000 under a secured delayed draw term loan facility, the proceeds of which are permitted to be used to pay all or a portion of the amounts payable in connection with any tender for or redemption or repayment of the Company's or its subsidiaries' existing senior unsecured notes and any associated fees and expenses. The amendment also revised certain terms and covenants in the Credit Agreement, including by, among other things, the maximum leverage ratio covenant to 4.00:1.00, subject to increases to 4.50:1.00 for certain specified periods in connection with certain material acquisitions, increasing the potential size of incremental facilities under the Credit Agreement, revising the definition of "Consolidated EBITDA" to provide for additional flexibility in the calculation thereof and adding a Eurocurrency Rate floor of 0.75% to the interest rate under the revolving credit facility.

On July 30, 2020, the Company drew \$248.5 million on its secured delayed draw term loan facility for the purpose of redeeming all of the 2022 URS Senior Notes.

Under the Credit Agreement, the Company is subject to a maximum consolidated leverage ratio and minimum consolidated interest coverage ratio at the end of each fiscal quarter. The Company's Consolidated Leverage Ratio was 2.7 at September 30, 2020. The Company's Consolidated Interest Coverage Ratio was 5.0 at September 30, 2020. As of September 30, 2020, the Company was in compliance with the covenants of the Credit Agreement.

At September 30, 2020 and 2019, outstanding standby letters of credit totaled \$19.0 million and \$22.8 million, respectively, under the Company's revolving credit facilities. As of September 30, 2020 and 2019, the Company had \$1,331.0 million and \$1,327.2 million, respectively, available under its revolving credit facility.

#### *2014 Senior Notes*

On October 6, 2014, the Company completed a private placement offering of \$800,000,000 aggregate principal amount of the unsecured 5.750% Senior Notes due 2022 (2022 Notes) and \$800,000,000 aggregate principal amount of the unsecured 5.875% Senior Notes due 2024 (the 2024 Notes and, together with the 2022 Notes, the 2014 Senior Notes). On November 2, 2015, the Company completed an exchange offer to exchange the unregistered 2014 Senior Notes for registered notes, as well as all related guarantees. On March 16, 2018, the Company redeemed all of the 2022 Notes at a redemption price that was 104.313% of the principal amount outstanding plus accrued and unpaid interest. The March 16, 2018 redemption resulted in a \$34.5 million prepayment premium, which was included in interest expense.

As of September 30, 2020, the estimated fair value of the 2024 Notes was approximately \$863.0 million. The fair value of the 2024 Notes as of September 30, 2020 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2024 Notes.

On July 21, 2020, the Company completed a cash tender offer at par for up to \$639 million in aggregate principal amount of the 2024 Notes and the 2017 Senior Notes. The Company accepted for purchase all of 2024 Notes validly tendered and not validly withdrawn pursuant to the cash tender offer, amounting to \$2.7 million aggregate principal amount of the 2024 Notes at par. The Company made the cash tender offer at par to satisfy obligations under the indentures governing the 2024 Notes and the 2017 Senior Notes relating to the use of certain cash proceeds from its disposition of the Management Services business, which was completed on January 31, 2020.

At any time prior to July 15, 2024, the Company may redeem on one or more occasions all or part of the 2024 Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) a “make-whole” premium as of the date of the redemption, plus any accrued and unpaid interest to the date of redemption. In addition, on or after July 15, 2024, the 2024 Notes may be redeemed at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption.

The indenture pursuant to which the 2024 Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide notices thereunder and provisions related to bankruptcy events. The indenture also contains customary negative covenants.

The Company was in compliance with the covenants relating to the 2024 Notes as of September 30, 2020.

#### *2017 Senior Notes*

On February 21, 2017, the Company completed a private placement offering of \$1,000,000,000 aggregate principal amount of its unsecured 5.125% Senior Notes due 2027 (the 2017 Senior Notes) and used the proceeds to immediately retire the remaining \$127.6 million outstanding on the then existing term loan B facility as well as repay \$600 million of the term loan A facility and \$250 million of the revolving credit facility under its Credit Agreement. On June 30, 2017, the Company completed an exchange offer to exchange the unregistered 2017 Senior Notes for registered notes, as well as related guarantees.

As of September 30, 2020, the estimated fair value of the 2017 Senior Notes was approximately \$1,069.6 million. The fair value of the 2017 Senior Notes as of September 30, 2020 was derived by taking the mid-point of the trading prices from an observable market input (Level 2) in the secondary bond market and multiplying it by the outstanding balance of the 2017 Senior Notes. Interest will be payable on the 2017 Senior Notes at a rate of 5.125% per annum. Interest on the 2017 Senior Notes is payable semi-annually on March 15 and September 15 of each year, commencing on September 15, 2017. The 2017 Senior Notes will mature on March 15, 2027.

At any time and from time to time prior to December 15, 2026, the Company may redeem all or part of the 2017 Senior Notes, at a redemption price equal to 100% of their principal amount, plus a “make whole” premium as of the redemption date, and accrued and unpaid interest to the redemption date.

At any time on or after December 15, 2026, the Company may redeem on one or more occasions all or part of the 2017 Senior Notes at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest.

The indenture pursuant to which the 2017 Senior Notes were issued contains customary events of default, including, among other things, payment default, exchange default, failure to provide notices thereunder and provisions related to bankruptcy events. The indenture also contains customary negative covenants.

The Company was in compliance with the covenants relating to the 2017 Senior Notes as of September 30, 2020.

### *URS Senior Notes*

In connection with the URS acquisition, the Company assumed the URS 3.85% Senior Notes due 2017 (2017 URS Senior Notes) and the URS 5.00% Senior Notes due 2022 (2022 URS Senior Notes), totaling \$1.0 billion (URS Senior Notes). The URS acquisition triggered change in control provisions in the URS Senior Notes that allowed the holders of the URS Senior Notes to redeem their URS Senior Notes at a cash price equal to 101% of the principal amount and, accordingly, the Company redeemed \$572.3 million of the URS Senior Notes on October 24, 2014. The remaining 2017 URS Senior Notes matured and were fully redeemed on April 3, 2017 for \$179.2 million using proceeds from a \$185 million delayed draw term loan A facility tranche under the Credit Agreement.

The remaining \$248.5 million principal amount of the 2022 URS Senior Notes were fully redeemed on August 31, 2020 using proceeds from a \$248.5 million secured delayed draw term loan facility under the Credit Agreement, at a redemption price that was 106.835% of the principal amount outstanding plus accrued and unpaid interest. The August 31, 2020 redemption resulted in a \$17.0 million prepayment premium, which was included in interest expense.

### *Other Debt and Other Items*

Other debt consists primarily of obligations under capital leases and loans, and unsecured credit facilities. The Company's unsecured credit facilities are primarily used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At September 30, 2020 and 2019, these outstanding standby letters of credit totaled \$510.1 million and \$470.9 million, respectively. As of September 30, 2020, the Company had \$435.3 million available under these unsecured credit facilities.

### *Effective Interest Rate*

The Company's average effective interest rate on its total debt, including the effects of the interest rate swap agreements, during the years ended September 30, 2020, 2019 and 2018 was 5.3%, 5.1% and 5.1%, respectively.

Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the years ended September 30, 2020, 2019 and 2018 of \$5.4 million, \$5.0 million, and \$12.5 million, respectively.

## **9. Derivative Financial Instruments and Fair Value Measurements**

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

The Company recognizes derivative instruments as either assets or liabilities on the accompanying consolidated balance sheets at fair value. The Company records changes in the fair value (i.e., gains or losses) of the derivatives that have been designated as accounting hedges in the accompanying consolidated statements of operations as cost of revenue, interest expense or to accumulated other comprehensive loss in the accompanying consolidated balance sheets.

### *Cash Flow Hedges*

The Company uses interest rate swap agreements designated as cash flow hedges to fix the variable interest rates on portions of the Company's debt. The Company initially reports any gain on the effective portion of a cash flow hedge as a component of accumulated other comprehensive loss. Depending on the type of cash flow hedge, the gain is subsequently reclassified to interest expense when the interest expense on the variable rate debt is recognized. If the hedged transaction becomes probable of not occurring, any gain or loss related to interest rate swap agreements would be recognized in other income.

The notional principal in U.S. dollar (USD), Canadian dollar (CAD), and Australian dollar (AUD), fixed rates and related expiration dates of the Company's outstanding interest rate swap agreements were as follows:

September 30, 2020				
Notional Amount Currency	Notional Amount (in millions)	Fixed Rate	Expiration Date	
USD	200.0	2.60 %	February 2023	

September 30, 2019				
Notional Amount Currency	Notional Amount (in millions)	Fixed Rate	Expiration Date	
AUD	200.0	2.19 %	February 2021	
CAD	400.0	2.49 %	September 2022	
USD	200.0	2.60 %	February 2023	

#### ***Other Foreign Currency Forward Contracts***

The Company uses foreign currency forward contracts which are not designated as accounting hedges to hedge intercompany transactions and other monetary assets or liabilities denominated in currencies other than the functional currency of a subsidiary. Gains and losses on these contracts were not material for the years ended September 30, 2020, 2019 and 2018.

#### ***Fair Value Measurements***

The Company's non-pension financial assets and liabilities recorded at fair values relate to derivative instruments and were not material at September 30, 2020 or 2019.

See Note 17 for accumulated balances and reporting period activities of derivatives related to reclassifications out of accumulated other comprehensive income or loss for the years ended September 30, 2020, 2019 and 2018. Amounts recognized in accumulated other comprehensive loss from the Company's foreign currency options were immaterial for all years presented. Amounts reclassified from accumulated other comprehensive loss into income from the foreign currency options were immaterial for all years presented. Additionally, there were no material losses recognized in income due to amounts excluded from effectiveness testing from the Company's interest rate swap agreements.

#### **10. Concentration of Credit Risk**

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash investments and trade receivables. The Company's cash balances and short-term investments are maintained in accounts held by major banks and financial institutions located primarily in the U.S., Canada, Europe, Australia, Middle East and Hong Kong. If the Company extends significant credit to clients in a specific geographic area or industry, the Company may experience disproportionately high levels of default if those clients are adversely affected by factors particular to their geographic area or industry. Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company's customer base, including, in large part, governments, government agencies and quasi-government organizations, and their dispersion across many different industries and geographies. See Note 4 regarding the Company's foreign revenues. In order to mitigate credit risk, the Company continually reviews the credit worthiness of its major private clients.

## 11. Leases

On October 1, 2019, the Company adopted FASB ASC 842 on a modified retrospective basis, which amended the accounting standards for leases. Accordingly, the Company applied the new guidance as of the date of adoption with a cumulative-effect adjustment recorded through equity. Prior periods have not been restated as a result of the adoption. Retained earnings decreased \$87.8 million due to the adoption, primarily from impairment of the right-of-use assets associated with office building leases. Consistent with its restructuring plan to improve profitability in the fourth quarter of fiscal 2019, the Company evaluated its real estate portfolio to better align with the ongoing business. The Company identified leased assets that were not recoverable, and recorded an adjustment to retained earnings upon adoption reflecting the impairment of those long-lived leased assets. Fair value of the right-of-use assets was determined primarily using Level 3 inputs, such as discounted cash flows.

The Company also applied transition elections that allow it to avoid reassessment of whether expired or expiring leases are or contain leases, lease classification, and initial direct costs. Adoption of the new lease guidance did not significantly change the Company's accounting for finance leases, which were previously referred to as capital leases.

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

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

The related lease payments are expensed on a straight-line basis over the lease term, including, as applicable, any free-rent period during which the Company has the right to use the asset. For leases with renewal options where the renewal is reasonably assured, the lease term, including the renewal period, is used to determine the appropriate lease classification and to compute periodic rental expense. Leases with initial terms shorter than 12 months are not recognized on the balance sheet, and lease expense is recognized on a straight-line basis.

The components of lease expenses are as follows:

	<b>Fiscal Year Ended September 30, 2020</b>
	<b>(in millions)</b>
Operating lease cost	\$ 191.6
Finance lease cost:	
Amortization of right-of-use assets	17.1
Interest on lease liabilities	1.9
Variable lease cost	36.5
Short-term lease cost	19.2
Total lease cost	<u>\$ 266.3</u>

Additional balance sheet information related to leases is as follows:

<u>(in millions except as noted)</u>	<u>Balance Sheet Classification</u>	<u>Sept 30, 2020</u>
<b>Assets:</b>		
Operating lease assets	Operating lease right-of-use assets	\$ 652.1
Finance lease assets	Property and equipment – net	29.1
Total lease assets		<u>\$ 681.2</u>
<b>Liabilities:</b>		
<b>Current:</b>		
Operating lease liabilities	Accrued expenses and other current liabilities	\$ 168.4
Finance lease liabilities	Current portion of long-term debt	9.8
Total current lease liabilities		<u>178.2</u>
<b>Non-current:</b>		
Operating lease liabilities	Operating lease liabilities, noncurrent	745.3
Finance lease liabilities	Long-term debt	22.0
Total non-current lease liabilities		<u>\$ 767.3</u>
		<u>Sept 30, 2020</u>
<b>Weighted average remaining lease term (in years):</b>		
Operating leases		7.3
Finance leases		3.3
<b>Weighted average discount rates:</b>		
Operating leases		4.6 %
Finance leases		4.7 %

Additional cash flow information related to leases is as follows:

	<u>Fiscal Year Ended</u> <u>Sept 30, 2020</u> <u>(in millions)</u>
<b>Cash paid for amounts included in the measurement of lease liabilities:</b>	
Operating cash flows from operating leases	\$ 208.7
Operating cash flows from finance leases	1.8
Financing cash flows from finance leases	14.7
Right-of-use assets obtained in exchange for new operating leases	126.9
Right-of-use assets obtained in exchange for new finance leases	26.4

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

<u>Fiscal Year</u>	<u>Operating Leases</u> <u>(in millions)</u>	<u>Finance Leases</u>
2021	\$ 212.4	\$ 10.3
2022	170.7	9.0
2023	140.4	7.6
2024	120.4	5.1
2025	105.4	1.9
Thereafter	371.8	0.1
Total lease payments	<u>\$ 1,121.1</u>	<u>\$ 34.0</u>
Less: Amounts representing interest	<u>\$ (207.4)</u>	<u>\$ (2.2)</u>
Total lease liabilities	<u>\$ 913.7</u>	<u>\$ 31.8</u>

## 12. Stockholders' Equity

**Common Stock Units**—Common stock units are only redeemable for common stock. In the event of liquidation of the Company, holders of stock units are entitled to no greater rights than holders of common stock. See also Note 13.

**Accelerated Share Repurchase**—In August 2018, the Company entered into an accelerated share repurchase (ASR) with JPMorgan Chase Bank, National Association (JPMorgan) to repurchase \$150 million of its common stock. During the quarter ended September 30, 2018, JPMorgan delivered 4.0 million shares to the Company, at which point the Company's shares outstanding were reduced and accounted for as a reduction to retained earnings. The initial share delivery represented the minimum amount of shares JPMorgan was contractually obligated to provide under the ASR agreement. The ASR completed on October 11, 2018, which resulted in the delivery of an additional 0.6 million shares to the Company from JPMorgan.

## 13. Share-Based Payments

**Defined Contribution Plans**—Substantially all permanent domestic employees are eligible to participate in defined contribution plans provided by the Company. Under these plans, participants may make contributions into a variety of funds, including a fund that is fully invested in Company stock. Employees are not required to allocate any funds to Company stock; however, the Company does provide an annual Company match in AECOM shares. Employees may generally reallocate their account balances on a daily basis; however, employees classified as insiders are restricted under the Company's insider trading policy. Compensation expense for the employer contributions related to AECOM stock issued under defined contribution plans during fiscal years ended September 30, 2020, 2019 and 2018 was \$33.7 million, \$32.3 million, and \$32.3 million, respectively.

**Stock Incentive Plans**—Under the 2016 Stock Incentive Plan, the Company has up to 12.0 million securities remaining available for future issuance as of September 30, 2020. Stock options may be granted to employees and non-employee directors with an exercise price not less than the fair market value of the stock on the date of grant. Unexercised options expire seven years after date of grant.

During the three years in the period ended September 30, 2020, option activity was as follows:

	<u>Number of Options (in millions)</u>	<u>Weighted Average Exercise Price</u>
Balance, September 30, 2017	0.7	31.11
Granted	—	—
Exercised	(0.1)	27.79
Cancelled	—	—
Balance, September 30, 2018	<u>0.6</u>	31.62
Granted	—	—
Exercised	—	—
Cancelled	(0.5)	(31.62)
Balance, September 30, 2019	<u>0.1</u>	31.62
Granted	0.3	38.72
Exercised	—	—
Cancelled	—	—
Balance, September 30, 2020	<u>0.4</u>	36.41
Exercisable as of September 30, 2018	—	N/A
Exercisable as of September 30, 2019	<u>0.1</u>	31.62
Exercisable as of September 30, 2020	<u>0.1</u>	31.62



The aggregate intrinsic value of stock options exercised during the year ended September 30, 2018 was \$0.9 million.

The fair value of the Company's employee stock option awards is estimated on the date of grant. The expected term of awards granted represents the period of time the awards are expected to be outstanding. The risk-free interest rate is based on U.S. Treasury bond rates with maturities equal to the expected term of the option on the grant date. The Company uses historical data as a basis to estimate the probability of forfeitures. The weighted average grant-date fair value of stock options granted during the year ended September 30, 2020 was \$11.30.

The Company grants stock units to employees under its Performance Earnings Program (PEP), whereby units are earned and issued dependent upon meeting established cumulative performance objectives and vest over a three-year service period. Additionally, the Company issues restricted stock units to employees which are earned based on service conditions. The grant date fair value of PEP awards and restricted stock unit awards is that day's closing market price of the Company's common stock. The weighted average grant date fair value of PEP awards was \$42.99, \$27.53, and \$37.69 during the years ended September 30, 2020, 2019 and 2018, respectively. The weighted average grant date fair value of restricted stock unit awards was \$41.90, \$27.73, and \$36.83 during the years ended September 30, 2020, 2019 and 2018, respectively. Total compensation expense related to these share-based payments including stock options was \$54.2 million, \$63.8 million, and \$73.1 million during the years ended September 30, 2020, 2019 and 2018, respectively. Unrecognized compensation expense related to total share-based payments outstanding as of September 30, 2020 and 2019 was \$69.1 million and \$74.6 million, respectively, to be recognized on a straight-line basis over the awards' respective vesting periods which are generally three years.

#### 14. Income Taxes

Income before income taxes included income from domestic operations of \$52.9 million, \$133.0 million, and \$100.9 million for fiscal years ended September 30, 2020, 2019 and 2018 and income from foreign operations of \$179.7 million, \$116.2 million, and \$111.3 million for fiscal years ended September 30, 2020, 2019 and 2018.

Income tax (benefit) expense was comprised of:

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
	(in millions)		
Current:			
Federal	\$ 21.8	\$ (17.3)	\$ (159.7)
State	12.7	29.8	2.3
Foreign	55.7	41.7	51.1
Total current income tax expense (benefit)	<u>90.2</u>	<u>54.2</u>	<u>(106.3)</u>
Deferred:			
Federal	(21.8)	(26.1)	119.6
State	12.8	(24.6)	4.1
Foreign	(35.4)	10.0	(20.9)
Total deferred income tax (benefit) expense	<u>(44.4)</u>	<u>(40.7)</u>	<u>102.8</u>
Total income tax (benefit) expense	<u>\$ 45.8</u>	<u>\$ 13.5</u>	<u>\$ (3.5)</u>

The major elements contributing to the difference between the U.S. federal statutory rate of 21% for fiscal years ended September 30, 2020 and 2019 and 24.5% for fiscal year ended September 30, 2018, respectively, and the effective tax rate are as follows:

	Fiscal Year Ended					
	September 30, 2020		September 30, 2019		September 30, 2018	
	Amount	%	Amount	%	Amount	%
	(in millions)					
Tax at federal statutory rate	\$ 48.8	21.0 %	\$ 52.0	21.0 %	\$ 52.4	24.5 %
State income tax, net of federal benefit	8.4	3.6	7.0	2.8	(1.3)	(0.6)
Foreign residual income	39.5	17.0	35.8	14.5	9.9	4.6
Nondeductible costs	15.8	6.8	7.6	3.1	2.5	1.2
Return to provision	5.1	2.2	(0.2)	(0.1)	(21.2)	(9.9)
Foreign tax rate differential	3.2	1.4	(3.1)	(1.3)	(0.7)	(0.3)
Income tax credits and incentives	(47.8)	(20.6)	(44.7)	(18.1)	(28.6)	(13.4)
Valuation allowance	(15.9)	(6.9)	(26.5)	(10.7)	37.8	17.7
Change in uncertain tax positions	(8.3)	(3.6)	5.6	2.3	(26.0)	(12.2)
Exclusion of tax on non-controlling interests	(3.4)	(1.5)	(5.3)	(2.1)	(5.0)	(2.3)
Tax exempt income	(5.1)	(2.2)	(3.9)	(1.6)	(7.4)	(3.5)
Audit settlement	—	—	(4.6)	(1.9)	(27.7)	(13.0)
Impact of changes in tax law	—	—	(1.5)	(0.6)	12.5	5.9
Other items, net	5.5	2.5	(4.7)	(1.9)	(0.7)	(0.4)
Total income tax expense (benefit)	\$ 45.8	19.7 %	\$ 13.5	5.4 %	\$ (3.5)	(1.7)%

During fiscal 2020, the Company approved a tax planning strategy and restructured certain operations in Canada which resulted in a release of a valuation allowance related to net operating losses and other deferred tax assets of \$31.7 million. The Company is now forecasting the utilization of the net operating losses within the foreseeable future. The new positive evidence was evaluated against any negative evidence to determine the valuation allowance was no longer needed.

During fiscal 2018, the Company recorded a valuation allowance of \$38.1 million against foreign tax credits related to deferred tax assets in the U.S. In its determination of the realizability of its deferred tax assets, the Company evaluated positive evidence consisting of forecasts of foreign tax credit utilization against future foreign source income, earnings trends over a sustainable period, positive economic conditions in the industries the Company operates in, possible prudent and feasible tax planning strategies (net of costs to implement the tax planning strategies) and actual usage of foreign tax credit carryforwards. The Company also evaluated negative evidence consisting of significant foreign tax credits and U.S. tax law changes that restrict the usage of foreign tax credits. This evaluation was conducted on a tax jurisdictional basis or legal entity basis, as applicable, and based on the weighing of all positive and negative evidence, a determination was made as to the realizability of the deferred tax assets on that same basis.

During fiscal 2019, the Company reevaluated the valuation allowance based on positive evidence and negative evidence including new positive evidence related to the issuance of regulations during the first quarter related to *The Tax Cuts and Jobs Act (Tax Act)* and forecasting the utilization of the foreign tax credits within the foreseeable future. Based on the weighing of all positive and negative evidence the Company determined that a valuation allowance was no longer needed and released the valuation allowance resulting in a tax benefit of \$38.1 million.

During fiscal 2018, President Trump signed what is commonly referred to as the Tax Act into law. The Tax Act reduced the Company's U.S. federal corporate tax rate from 35% to a blended tax rate of 24.5% for its fiscal year ending September 30, 2018 and 21% for fiscal years thereafter, required companies to pay a one-time transition tax on accumulated earnings of foreign subsidiaries, created new taxes on foreign sourced earnings and eliminated or reduced deductions.

During fiscal 2018, the Company recorded tax expense of \$38.9 million related to the remeasurement of its U.S. deferred tax assets and liabilities based on the rates at which they are expected to reverse in the future, which is generally 21%. In addition, the Company released the deferred tax liability and recorded a tax benefit related to foreign subsidiaries for which the undistributed earnings are not intended to be reinvested indefinitely for \$79.8 million and accrued \$53.4 million of tax expense related to the one-time transition tax. During fiscal 2019, the Company completed the calculation of the total foreign earnings and profits of foreign subsidiaries and recorded a tax benefit of \$1.5 million.

During fiscal 2018, the Company had a favorable settlement for R&D credits and recorded a tax benefit of \$19.9 million. In addition, the Company effectively settled the U.S. federal income tax examination for URS pre-acquisition tax years 2012, 2013 and 2014 and recorded an additional benefit of \$27.7 million related to various adjustments.

The Company is currently under tax audit in several jurisdictions including the U.S and believe the outcomes which are reasonably possible within the next twelve months, including lapses in statutes of limitations, could result in adjustments, but will not result in a material change in the liability for uncertain tax positions.

Generally, the Company would reverse its valuation allowance in a particular tax jurisdiction if the positive evidence examined, such as projected and sustainable earnings or a tax-planning strategy that allows for the usage of the deferred tax asset, is sufficient to overcome significant negative evidence, such as large net operating loss carryforwards or a cumulative history of losses in recent years. In the United States, the valued deferred tax assets have a restricted life or use under relevant tax law and, therefore, it is unlikely that the valuation allowance related to these assets will reverse. In addition, the Company is continually investigating tax planning strategies that, if prudent and feasible, may be implemented to realize a deferred tax asset that would otherwise expire unutilized. The identification and internal/external approval (as relevant) of such a prudent and feasible tax planning strategy could cause a reduction in the valuation allowance.

The deferred tax assets (liabilities) are as follows:

	<b>Fiscal Year Ended</b>	
	<b>September 30, 2020</b>	<b>September 30, 2019</b>
	(in millions)	
<b>Deferred tax assets:</b>		
Compensation and benefit accruals not currently deductible	\$ 119.4	\$ 98.0
Net operating loss carryforwards	173.2	132.6
Self-insurance reserves	17.6	11.3
Research and experimentation and other tax credits	112.9	138.5
Pension liability	95.1	78.2
Accrued liabilities	303.2	97.2
Capital loss carryforward	104.8	—
Other	26.0	14.8
Total deferred tax assets	<u>952.2</u>	<u>570.6</u>
<b>Deferred tax liabilities:</b>		
Unearned revenue	(40.3)	(53.4)
Depreciation and amortization	(106.7)	(76.3)
Acquired intangible assets	(24.5)	(25.1)
Investment in subsidiaries	(10.9)	(10.9)
Right of use assets	(164.9)	—
Contingent consideration	(33.6)	—
Total deferred tax liabilities	<u>(380.9)</u>	<u>(165.7)</u>
Valuation allowance	(217.5)	(120.6)
Net deferred tax assets	<u>\$ 353.8</u>	<u>\$ 284.3</u>

As of September 30, 2020 and 2019, the Company has available unused foreign and state net operating loss (NOL) carryforwards of \$710.2 million and \$505.3 million, respectively, which expire at various dates over the next several years and capital loss carryforwards of \$355.7 million which expire in 2025; some foreign NOL carryforwards never expire. In addition, as of September 30, 2020, the Company has unused federal and state research and development credits of \$71.2 million and \$27.2 million, respectively, and other credits of \$14.5 million which expire at various dates over the next several years.

As of September 30, 2020 and 2019, gross deferred tax assets were \$952.2 million and \$570.6 million, respectively. The Company has recorded a valuation allowance of \$217.5 million and \$120.6 million at September 30, 2020 and 2019, respectively, primarily related to foreign and state net operating loss carryforwards, capital loss carryforwards, tax credits and other deferred tax assets. The Company has performed an assessment of positive and negative evidence, including the nature, frequency, and severity of cumulative financial reporting losses in recent years, the future reversal of existing temporary differences, predictability of future taxable income exclusive of reversing temporary differences of the character necessary to realize the asset, relevant carryforward periods, taxable income in carry-back years if carry-back is permitted under tax law, and prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax asset that would otherwise expire. Although realization is not assured, based on the Company's assessment, the Company has concluded that it is more likely than not that the remaining gross deferred tax asset (exclusive of deferred tax liabilities) of \$734.7 million will be realized and, as such, no additional valuation allowance has been provided. The net increase in the valuation allowance of \$96.9 million is primarily attributable to an increase in valuation allowances of \$71.2 million related to capital losses, partially offset by the release of a valuation allowance of \$31.7 million related to net operating losses and other deferred tax assets in Canada, the utilization of \$1.5 million of foreign net operating loss carryforwards in the current year and increases in valuation allowances for unbenefitable losses.

Generally, the Company does not provide for U.S. taxes or foreign withholding taxes on gross book-tax differences in its non-U.S. subsidiaries because such basis differences of approximately \$1.5 billion are able to and intended to be reinvested indefinitely. If these basis differences were distributed, foreign tax credits could become available under current law to partially or fully reduce the resulting U.S. income tax liability. There may also be additional U.S. or foreign income tax liability upon repatriation, although the calculation of such additional taxes is not practicable.

As of September 30, 2020 and 2019, the Company had a liability for unrecognized tax benefits, including potential interest and penalties, net of related tax benefit, totaling \$65.8 million and \$70.1 million, respectively. The gross unrecognized tax benefits as of September 30, 2020 and 2019 were \$47.1 million and \$55.7 million, respectively, excluding interest, penalties, and related tax benefit. Of the \$47.1 million, approximately \$29.5 million would be included in the effective tax rate if recognized. A reconciliation of the beginning and ending amount of gross unrecognized tax benefits is as follows:

	<b>Fiscal Year Ended</b>	
	<b>September 30, 2020</b>	<b>September 30, 2019</b>
	(in millions)	
Balance at the beginning of the year	\$ 55.7	\$ 53.8
Gross increase in current period's tax positions	2.8	2.9
Gross increase in prior years' tax positions	—	0.8
Gross decrease in prior years' tax positions	(7.9)	(1.0)
Decrease due to settlement with tax authorities	(0.5)	—
Decrease due to lapse of statute of limitations	(3.5)	—
Gross change due to foreign exchange fluctuations	0.5	(0.8)
Balance at the end of the year	<u>\$ 47.1</u>	<u>\$ 55.7</u>

The Company classifies interest and penalties related to uncertain tax positions within the income tax expense line in the accompanying consolidated statements of operations. As of September 30, 2020, the accrued interest and penalties were \$18.9 million and \$2.7 million, respectively, excluding any related income tax benefits. At September 30, 2019, the accrued interest and penalties were \$20.3 million and \$4.3 million, respectively, excluding any related income tax benefits.

The Company files income tax returns in numerous tax jurisdictions, including the U.S., and numerous U.S. states and non-U.S. jurisdictions around the world. The statute of limitations varies by jurisdiction in which the Company operates. Because of the number of jurisdictions in which the Company files tax returns, in any given year the statute of limitations in certain jurisdictions may expire without examination within the 12-month period from the balance sheet date.

While it is reasonably possible that the total amounts of unrecognized tax benefits could significantly increase or decrease within the next twelve months, an estimate of the range of possible change cannot be made.

## 15. Earnings Per Share

Basic earnings per share (EPS) excludes dilution and is computed by dividing net income attributable to AECOM by the weighted average number of common shares outstanding for the period. Diluted EPS is computed by dividing net income attributable to AECOM by the weighted average number of common shares outstanding and potential common shares for the period. The Company includes as potential common shares the weighted average dilutive effects of equity awards using the treasury stock method. For the periods presented, equity awards excluded from the calculation of potential common shares were not significant.

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

	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
		(in millions)	
Denominator for basic earnings per share	159.0	157.0	159.1
Potential common shares	2.3	2.7	3.2
Denominator for diluted earnings per share	161.3	159.7	162.3

## 16. Other Financial Information

Accrued expenses and other current liabilities consist of the following:

	Fiscal Year Ended	
	September 30, 2020	September 30, 2019
	(in millions)	
Accrued salaries and benefits	\$ 675.7	\$ 681.5
Accrued contract costs	1,104.7	927.1
Other accrued expenses	431.3	269.7
	\$ 2,211.7	\$ 1,878.3

Accrued contract costs above include balances related to professional liability accruals of \$596.0 million and \$536.6 million as of September 30, 2020 and 2019, respectively. The remaining accrued contract costs primarily relate to costs for services provided by subcontractors and other non-employees. Liabilities recorded related to accrued contract losses were not material as of September 30, 2020 and 2019. The Company did not have material revisions to estimates for contracts where revenue is recognized using the percentage-of-completion method during the twelve months ended September 30, 2020. In the first quarter of fiscal 2019, the Company commenced a restructuring plan to improve profitability. The Company incurred restructuring expenses of \$188.3 million, including personnel and other costs of \$149.2 million and real estate costs of \$39.1 million during the year ended September 30, 2020, of which \$56.2 million was accrued and unpaid at September 30, 2020. The Company incurred restructuring expenses of \$95.4 million, including personnel and other costs of \$73.3 million and real estate costs of \$22.1 million during the year ended September 30, 2019, of which \$26.5 million was accrued and unpaid at September 30, 2019. In connection with this restructuring plan, the Company evaluated its real estate portfolio to better align with the ongoing business. The Company identified certain long-lived assets that were no longer recoverable, and recorded an impairment of \$27.4 million in Impairment of long-lived assets, including goodwill during the fourth quarter of fiscal 2019. Fair value of the long-lived assets was determined primarily using Level 3 inputs, such as discounted cash flows.

During the twelve months ended September 30, 2020, the Company applied for subsidies in accordance with various government legislations. The Company recognized \$23.2 million during fiscal year 2020 as a reduction to cost of revenues as the expected amount of the subsidy.

#### 17. Reclassifications out of Accumulated Other Comprehensive Loss

The accumulated balances and reporting period activities for the years ended September 30, 2020, 2019 and 2018 related to reclassifications out of accumulated other comprehensive loss are summarized as follows (in millions):

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2018	\$ (202.3)	\$ (502.2)	\$ 1.2	\$ (703.3)
Other comprehensive income (loss) before reclassification	(107.2)	(46.5)	(17.2)	(170.9)
Amounts reclassified from accumulated other comprehensive loss	6.8	—	3.2	10.0
Balances at September 30, 2019	<u>\$ (302.7)</u>	<u>\$ (548.7)</u>	<u>\$ (12.8)</u>	<u>\$ (864.2)</u>
	Pension Related Adjustments	Foreign Currency Translation Adjustments	Loss on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2019	\$ (302.7)	\$ (548.7)	\$ (12.8)	\$ (864.2)
Other comprehensive income (loss) before reclassification	(72.5)	(18.6)	(5.3)	(96.4)
Amounts reclassified from accumulated other comprehensive loss	32.4	—	9.5	41.9
Balances at September 30, 2020	<u>\$ (342.8)</u>	<u>\$ (567.3)</u>	<u>\$ (8.6)</u>	<u>\$ (918.7)</u>

#### 18. Commitments and Contingencies

The Company records amounts representing its probable estimated liabilities relating to claims, guarantees, litigation, audits and investigations. The Company relies in part on qualified actuaries to assist it in determining the level of reserves to establish for insurance-related claims that are known and have been asserted against it, and for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to the Company's claims administrators as of the respective balance sheet dates. The Company includes any adjustments to such insurance reserves in its consolidated results of operations. The Company's reasonably possible loss disclosures are presented on a gross basis prior to the consideration of insurance recoveries. The Company does not record gain contingencies until they are realized. In the ordinary course of business, the Company may not be aware that it or its affiliates are under investigation and may not be aware of whether or not a known investigation has been concluded.

In the ordinary course of business, the Company may enter into various arrangements providing financial or performance assurance to clients, lenders, or partners. Such arrangements include standby letters of credit, surety bonds, and corporate guarantees to support the creditworthiness or the project execution commitments of its affiliates, partnerships and joint ventures. Performance arrangements typically have various expiration dates ranging from the completion of the project contract and extending beyond contract completion in certain circumstances such as for warranties. The Company may also guarantee that a project, when complete, will achieve specified performance standards. If the project subsequently fails to meet guaranteed performance standards, the Company may incur additional costs, pay liquidated damages or be held responsible for the costs incurred by the client to achieve the required performance standards. The potential payment amount of an outstanding performance arrangement is typically the remaining cost of work to be performed by or on behalf of third parties. Generally, under joint venture arrangements, if a partner is financially unable to complete its share of the contract, the other partner(s) may be required to complete those activities.

At September 30, 2020, the Company was contingently liable in the amount of approximately \$529.1 million in issued standby letters of credit and \$6.2 billion in issued surety bonds primarily to support project execution.

In the ordinary course of business, the Company enters into various agreements providing financial or performance assurances to clients on behalf of certain unconsolidated partnerships, joint ventures and other jointly executed contracts. These agreements are entered into primarily to support the project execution commitments of these entities.

The Company's registered investment adviser jointly manages and sponsors the AECOM-Canyon Equity Fund, L.P. (the "Fund"), in which the Company indirectly holds an equity interest and has an ongoing capital commitment to fund investments. At September 30, 2020, the Company has capital commitments of approximately \$22.1 million to the Fund over the next 8 years.

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

#### ***Department of Energy Deactivation, Demolition, and Removal Project***

AECOM Energy and Construction, Inc., an Ohio corporation, a former affiliate of the Company ("Former Affiliate") executed a cost-reimbursable task order with the Department of Energy (DOE) in 2007 to provide deactivation, demolition and removal services at a New York State project site that, during 2010, experienced contamination and performance issues. In February 2011, the Former Affiliate and the DOE executed a Task Order Modification that changed some cost-reimbursable contract provisions to at-risk. The Task Order Modification, including subsequent amendments, required the DOE to pay all project costs up to \$106 million, required the Former Affiliate and the DOE to equally share in all project costs incurred from \$106 million to \$146 million, and required the Former Affiliate to pay all project costs exceeding \$146 million.

Due to unanticipated requirements and permitting delays by federal and state agencies, as well as delays and related ground stabilization activities caused by Hurricane Irene in 2011, the Former Affiliate was required to perform work outside the scope of the Task Order Modification. In December 2014, the Former Affiliate submitted an initial set of claims against the DOE pursuant to the Contracts Disputes Acts seeking recovery of \$103 million, including additional fees on changed work scope (the "2014 Claims"). On December 6, 2019, the Former Affiliate submitted a second set of claims against the DOE seeking recovery of an additional \$60.4 million, including additional project costs and delays outside the scope of the contract as a result of differing site and ground conditions (the "2019 Claims"). The Former Affiliate also submitted three alternative breach of contract claims to the 2014 and 2019 Claims that may entitle the Former Affiliate to recovery of \$148.5 million to \$329.4 million. On December 30, 2019, the DOE denied the Former Affiliate's 2014 Claims. On September 25, 2020, the DOE denied the Former Affiliate's 2019 Claims. The Company intends to appeal these decisions by December 30, 2020. Deconstruction, decommissioning and site restoration activities are complete.

On January 31, 2020, the Company completed the sale of its Management Services business to the Purchaser including the Former Affiliate who worked on the DOE project. The Company and the Purchaser agreed that all future DOE project claim recoveries and costs will be split 10% to the Purchaser and 90% to the Company with the Company retaining control of all future strategic legal decisions.

The Company intends to vigorously pursue all claimed amounts but can provide no certainty that the Company will recover 2014 and 2019 Claims submitted against the DOE, or any additional incurred claims or costs, which could have a material adverse effect on the Company's results of operations.

### ***New York Department of Environmental Conservation***

In September 2017, AECOM USA, Inc. was advised by the New York State Department of Environmental Conservation (DEC) of allegations that it committed environmental permit violations pursuant to the New York Environmental Conservation Law (ECL) associated with AECOM USA, Inc.'s oversight of a stream restoration project for Schoharie County which could result in substantial penalties if calculated under the ECL's maximum civil penalty provisions. AECOM USA, Inc. disputes this claim and intends to continue to defend this matter vigorously; however, AECOM USA, Inc. cannot provide assurances that it will be successful in these efforts. The potential range of loss in excess of any current accrual cannot be reasonably estimated at this time primarily because the matter involves complex and unique environmental and regulatory issues; the project site involves the oversight and involvement of various local, state and federal government agencies; there is substantial uncertainty regarding any alleged damages; and the matter is in its preliminary stages.

### ***Refinery Turnaround Project***

A Former Affiliate of the Company entered into an agreement to perform turnaround maintenance services during a planned shutdown at a refinery in Montana in December 2017. The turnaround project was completed in February 2019. Due to circumstances outside of the Company's Former Affiliate's control, including client directed changes and delays and the refinery's condition, the Company's Former Affiliate performed additional work outside of the original contract over \$90 million and is entitled to payment from the refinery owner of approximately \$144 million. In March 2019, the refinery owner sent a letter to the Company's Former Affiliate alleging it incurred approximately \$79 million in damages due to the Company's Former Affiliate's project performance. In April 2019, the Company's Former Affiliate filed and perfected a \$132 million construction lien against the refinery for unpaid labor and materials costs. In August 2019, following a subcontractor complaint filed in the Thirteen Judicial District Court of Montana asserting claims against the refinery owner and the Company's Former Affiliate, the refinery owner crossclaimed against the Company's Former Affiliate and the subcontractor. In October 2019, following the subcontractor's dismissal of its claims, the Company's Former Affiliate removed the matter to federal court and cross claimed against the refinery owner. In December 2019, the refinery owner claimed \$93.0 million in damages and offsets against the Company's Former Affiliate.

On January 31, 2020, the Company completed the sale of its Management Services business to the Purchaser including the Former Affiliate, however, the Refinery Turnaround project, including related claims and liabilities, remained as part of the Company's self-perform at-risk construction business which is classified within discontinued operations.

The Company intends to vigorously prosecute and defend this matter; however, the Company cannot provide assurance that the Company will be successful in these efforts. The resolution of this matter and any potential range of loss cannot be reasonably determined or estimated at this time, primarily because the matter raises complex legal issues that Company is continuing to assess.

## **19. Reportable Segments and Geographic Information**

During the first quarter of fiscal 2020, the Company reorganized its operating and reporting structure to better align with its ongoing professional services business. This reorganization better reflects the continuing operations of the Company after the sale of its former Management Services reportable segment and planned disposal of its self-perform at-risk construction businesses discussed in Note 3. The businesses that comprised the Company's former Management Services reportable segment and the civil infrastructure, power and oil and gas construction businesses in the former Construction Services reportable segment were classified as discontinued operations. The former Design and Consulting Services reportable segment and construction management business in the former Construction Services reportable segment were reformed around geographic regions. The Americas segment provides planning, consulting, architectural and engineering design services, and construction management services to commercial and government clients in the United States, Canada, and Latin America, while the International segment provides similar professional services to commercial and government clients in Europe, the Middle East, Africa, and the Asia-Pacific regions.



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The Company's AECOM Capital (ACAP) segment primarily invests in and develops real estate projects. These reportable segments are organized by the differing specialized needs of the respective clients, and how the Company manages its business. The Company has aggregated various operating segments into its reportable segments based on their similar characteristics, including similar long term financial performance, the nature of services provided, internal processes for delivering those services, and types of customers. The change in reportable segments was applied to all periods presented.

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

Reportable Segments:	Americas	International	AECOM Capital (in millions)	Corporate	Total
<b>Fiscal Year Ended September 30, 2020:</b>					
Revenue	\$ 10,131.5	\$ 3,101.7	\$ 6.8	\$ —	\$ 13,240.0
Gross profit	580.5	122.2	6.9	—	709.6
Equity in earnings of joint ventures	19.8	14.3	14.7	—	48.8
General and administrative expenses	—	—	(8.6)	(180.0)	(188.6)
Restructuring costs	—	—	—	(188.3)	(188.3)
Operating income (loss)	600.3	136.5	13.0	(368.3)	381.5
Segment assets	7,929.3	2,454.0	198.0	1,573.9	
Gross profit as a % of revenue	5.7 %	3.9 %			5.4 %
<b>Fiscal Year Ended September 30, 2019:</b>					
Revenue	\$ 10,382.6	\$ 3,251.7	\$ 8.2	\$ —	\$ 13,642.5
Gross profit	511.5	91.9	8.3	—	611.7
Equity in earnings of joint ventures	17.7	13.9	17.7	—	49.3
General and administrative expenses	—	—	(5.0)	(143.2)	(148.2)
Restructuring costs	—	—	—	(95.4)	(95.4)
Gain on disposal activities	—	3.6	—	—	3.6
Impairment of long lived assets	(10.8)	(4.4)	—	(9.7)	(24.9)
Operating income (loss)	518.4	105.0	21.0	(248.3)	396.1
Segment assets	7,437.3	2,247.1	197.8	718.4	
Gross profit as a % of revenue	4.9 %	2.8 %			4.5 %
<b>Fiscal Year Ended September 30, 2018:</b>					
Revenue	\$ 10,512.3	\$ 3,366.0	\$ —	\$ —	\$ 13,878.3
Gross profit	403.8	75.2	—	—	479.0
Equity in earnings of joint ventures	27.1	7.0	15.3	—	49.4
General and administrative expenses	—	—	(11.2)	(124.6)	(135.8)
Operating income (loss)	430.9	82.2	4.1	(124.6)	392.6
Segment assets	7,119.9	2,353.2	140.6	676.9	
Gross profit as a % of revenue	3.8 %	2.2 %			3.5 %

*Geographic Information:*

Long-Lived Assets	Fiscal Year Ended		
	September 30, 2020	September 30, 2019	September 30, 2018
		(in millions)	
Americas	3,733.2	3,399.1	3,469.2
Europe, Middle East, Africa	875.8	738.8	745.8
Asia Pacific	375.3	272.4	278.3
Total	4,984.3	4,410.3	4,493.3

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

**20. Major Clients**

No single client accounted for 10% or more of the Company's revenue in any of the past five fiscal years. Approximately 8%, 9%, and 8% of the Company's revenue was derived through direct contracts with agencies of the U.S. federal government in the years ended September 30, 2020, 2019 and 2018, respectively.

## 21. Quarterly Financial Information—Unaudited

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

Fiscal Year 2020:	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in millions, except per share data)			
Revenue	\$ 3,235.6	\$ 3,245.7	\$ 3,189.7	\$ 3,569.0
Cost of revenue	3,069.8	3,076.9	3,004.6	3,379.1
Gross profit	165.8	168.8	185.1	189.9
Equity in earnings of joint ventures	9.9	13.5	8.6	16.8
General and administrative expenses	(43.6)	(41.0)	(54.5)	(49.5)
Restructuring costs	(44.9)	(31.2)	(20.3)	(91.9)
Income from operations	87.2	110.1	118.9	65.3
Other income	4.0	2.4	3.1	1.6
Interest expense	(40.4)	(37.1)	(35.0)	(47.5)
Income from continuing operations before taxes	50.8	75.4	87.0	19.4
Income tax expense (benefit) for continuing operations	15.9	21.7	(7.2)	15.3
Net income from continuing operations	34.9	53.7	94.2	4.1
Net income (loss) from discontinued operations	18.2	(130.7)	(0.1)	(228.0)
Net income (loss)	53.1	(77.0)	94.1	(223.9)
Net income attributable to noncontrolling interests from continuing operations	(4.0)	(5.2)	(3.1)	(4.2)
Net income attributable to noncontrolling interests from discontinued operations	(8.5)	(3.9)	(1.6)	(2.2)
Net income attributable to noncontrolling interests	(12.5)	(9.1)	(4.7)	(6.4)
Net income (loss) attributable to AECOM from continuing operations	30.9	48.5	91.1	(0.1)
Net income (loss) attributable to AECOM from discontinued operations	9.7	(134.6)	(1.7)	(230.2)
Net income (loss) attributable to AECOM	\$ 40.6	\$ (86.1)	\$ 89.4	\$ (230.3)
Net income attributable to AECOM per share:				
Basic continuing operations per share	\$ 0.20	\$ 0.31	\$ 0.57	\$ —
Basic discontinued operations per share	\$ 0.06	\$ (0.85)	\$ (0.01)	\$ (1.44)
Basic earnings per share	\$ 0.26	\$ (0.54)	\$ 0.56	\$ (1.44)
Diluted continuing operations per share	\$ 0.19	\$ 0.30	\$ 0.56	\$ —
Diluted discontinued operations per share	\$ 0.06	\$ (0.84)	\$ (0.01)	\$ (1.44)
Diluted earnings per share	\$ 0.25	\$ (0.54)	\$ 0.55	\$ (1.44)
Weighted average shares outstanding:				
Basic	157.3	158.6	160.1	160.0
Diluted	160.6	160.7	161.8	160.0

<b>Fiscal Year 2019:</b>	<b>First Quarter</b>	<b>Second Quarter</b>	<b>Third Quarter</b>	<b>Fourth Quarter</b>
	(in millions, except per share data)			
Revenue	\$ 3,356.3	\$ 3,412.6	\$ 3,360.2	\$ 3,513.4
Cost of revenue	3,232.9	3,267.8	3,206.4	3,323.7
Gross profit	123.4	144.8	153.8	189.7
Equity in earnings of joint ventures	6.6	16.6	9.2	16.9
General and administrative expenses	(35.9)	(37.4)	(37.5)	(37.4)
Restructuring costs	(63.3)	(15.9)	—	(16.2)
Impairment of long-lived assets	—	—	—	(24.9)
Gain on disposal activities	—	—	—	3.6
Income from operations	30.8	108.1	125.5	131.7
Other income	3.0	3.8	4.3	3.5
Interest expense	(39.4)	(41.4)	(40.5)	(40.2)
(Loss) income from continuing operations before taxes	(5.6)	70.5	89.3	95.0
Income tax (benefit) expense for continuing operations	(42.5)	12.2	27.2	16.6
Net income from continuing operations	36.9	58.3	62.1	78.4
Net income (loss) from discontinued operations	28.2	35.2	43.3	(526.4)
Net income (loss)	65.1	93.5	105.4	(448.0)
Net income attributable to noncontrolling interests from continuing operations	(4.9)	(6.9)	(6.1)	(6.8)
Net income attributable to noncontrolling interests from discontinued operations	(8.6)	(8.8)	(15.6)	(19.4)
Net income attributable to noncontrolling interests	(13.5)	(15.7)	(21.7)	(26.2)
Net income (loss) attributable to AECOM from continuing operations	32.0	51.4	56.0	71.6
Net income (loss) attributable to AECOM from discontinued operations	19.6	26.4	27.7	(545.8)
Net income (loss) attributable to AECOM	\$ 51.6	\$ 77.8	\$ 83.7	\$ (474.2)
Net income (loss) attributable to AECOM per share:				
Basic continuing operations per share	\$ 0.20	\$ 0.33	\$ 0.36	\$ 0.45
Basic discontinued operations per share	\$ 0.13	\$ 0.17	\$ 0.17	\$ (3.46)
Basic earnings per share	\$ 0.33	\$ 0.50	\$ 0.53	\$ (3.01)
Diluted continuing operations per share	\$ 0.20	\$ 0.32	\$ 0.35	\$ 0.44
Diluted discontinued operations per share	\$ 0.12	\$ 0.17	\$ 0.17	\$ (3.39)
Diluted earnings per share	\$ 0.32	\$ 0.49	\$ 0.52	\$ (2.95)
Weighted average shares outstanding:				
Basic	156.4	156.6	157.4	157.7
Diluted	159.6	158.4	159.8	160.9

## 22. Subsequent Events

On October 16, 2020, the Company closed on the sale of its Power construction business to CriticalPoint Capital, LLC. Prior to the sale, the Power construction business was classified within discontinued operations.

The Company has repurchased approximately 7.0 million shares for approximately \$318.7 million since the beginning of fiscal year 2021.

**AECOM Technology Corporation**

**Schedule II: Valuation and Qualifying Accounts**

(amounts in millions)

	<u>Balance at Beginning of Year</u>	<u>Additions Charged to Cost of Revenue</u>	<u>Deductions<sup>(a)</sup></u>	<u>Other and Foreign Exchange Impact</u>	<u>Balance at the End of the Year</u>
<b>Allowance for Doubtful Accounts</b>					
Fiscal Year 2020	\$ 56.5	\$ 37.6	\$ (16.4)	\$ 0.2	\$ 77.9
Fiscal Year 2019	\$ 54.2	\$ 23.9	\$ (21.0)	\$ (0.6)	\$ 56.5
Fiscal Year 2018	\$ 53.7	\$ 18.1	\$ (16.3)	\$ (1.3)	\$ 54.2

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

## **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

### **ITEM 9A. CONTROLS AND PROCEDURES**

#### ***Evaluation of Disclosure Controls and Procedures***

Based on management's evaluation, with the participation of our Chief Executive Officer (CEO) and Chief Financial Officer (CFO), our CEO and CFO have concluded that our disclosure controls and procedures as defined in Rules 13a-15(e) and 15(d)-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act), were effective as of September 30, 2020 to ensure that information required to be disclosed by us in this Annual Report on Form 10-K or submitted under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission rules and forms, and (ii) accumulated and communicated to our management, including our principal executive and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

#### ***Management's Report on Internal Control over Financial Reporting***

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934, as amended, as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

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

Our management, with the participation of our CEO and CFO, assessed the effectiveness of our internal control over financial reporting as of September 30, 2020, the end of our fiscal year. Our management based its assessment on criteria established in *Internal Control—Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Our management's assessment included evaluation and testing of the design and operating effectiveness of key financial reporting controls, process documentation, accounting policies, and our overall control environment.

Based on our management's assessment, our management has concluded that our internal control over financial reporting was effective as of September 30, 2020. Our management communicated the results of its assessment to the Audit Committee of our Board of Directors.

Our independent registered public accounting firm, Ernst & Young LLP, audited our financial statements for the fiscal year ended September 30, 2020 included in this Annual Report on Form 10-K, and has issued an audit report with respect to the effectiveness of the Company's internal control over financial reporting, a copy of which is included earlier in this Annual Report on Form 10-K.

***Changes in Internal Control Over Financial Reporting***

There were no changes in our internal control over financial reporting during the fiscal quarter ended September 30, 2020 identified in connection with the evaluation required by paragraph (d) of Rules 13a-15 and 15d-15 under the Exchange Act that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

The Company expects to incur restructuring costs of approximately \$30 million to \$50 million in fiscal year 2021 primarily related to previously announced restructuring actions that are expected to deliver continued margin improvement and efficiencies. Total cash costs for the restructuring are expected to be approximately \$30 million to \$50 million.

**PART III**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

Incorporated by reference from our definitive proxy statement for the 2021 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2020 year end.

**ITEM 11. EXECUTIVE COMPENSATION**

Incorporated by reference from our definitive proxy statement for the 2021 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2020 year end.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDERS MATTERS**

Other than with respect to the information relating to our equity compensation plans, which is incorporated herein by reference to Part II, Item 5, "Equity Compensation Plans" of this Form 10-K, the information required by this item is incorporated by reference from our definitive proxy statement for the 2021 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2020 year end.

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

Incorporated by reference from our definitive proxy statement for the 2021 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2020 year end.

**ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

Incorporated by reference from our definitive proxy statement for the 2021 Annual Meeting of Stockholders, to be filed within 120 days of our fiscal 2020 year end.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

- (a) Documents filed as part of this report:
- (1) The Company's Consolidated Financial Statements at September 30, 2020 and 2019 and for each of the three years in the period ended September 30, 2020 and the notes thereto, together with the report of the independent auditors on those Consolidated Financial Statements are hereby filed as part of this report.
  - (2) Financial Statement Schedule II—Valuation and Qualifying Accounts for the Years Ended September 30, 2020, 2019 and 2018.
  - (3) See Exhibits and Index to Exhibits, below.
- (b) Exhibits.

Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
2.1	<a href="#">Purchase and Sale Agreement, dated as of October 12, 2019, by and between AECOM and Maverick Purchaser Sub, LLC</a>	8-K	2.1	10/17/2019	
3.1	<a href="#">Amended and Restated Certificate of Incorporation of AECOM Technology Corporation.</a>	10-K	3.1	11/21/2011	
3.2	<a href="#">Certificate of Amendment to Amended and Restated Certificate of Incorporation of AECOM Technology Corporation.</a>	S-4	3.2	8/1/2014	
3.3	<a href="#">Certificate of Correction of Amended and Restated Certificate of Incorporation of AECOM Technology Corporation.</a>	10-K	3.3	11/17/2014	
3.4	<a href="#">Certificate of Amendment to the Company's Certificate of Incorporation.</a>	8-K	3.1	1/9/2015	
3.5	<a href="#">Certificate of Amendment to the Company's Certificate of Incorporation.</a>	8-K	3.1	3/3/2017	
3.6	<a href="#">Amended and Restated Bylaws.</a>	8-K	3.2	11/15/2018	
3.7	<a href="#">Certificate of Designations for Class C Preferred Stock.</a>	Form 10	3.2	1/29/2007	
3.8	<a href="#">Certificate of Designations for Class E Preferred Stock.</a>	Form 10	3.3	1/29/2007	
3.9	<a href="#">Certificate of Designations for Class F Convertible Preferred Stock.</a>	Form 10	3.4	1/29/2007	
3.10	<a href="#">Certificate of Designations for Class G Convertible Preferred Stock.</a>	Form 10	3.5	1/29/2007	
4.1	<a href="#">Form of Common Stock Certificate.</a>	Form 10	4.1	1/29/2007	
4.2	<a href="#">Description of Registrant's Securities</a>				X
4.3	<a href="#">Indenture, dated as of October 6, 2014, by and among AECOM Technology Corporation, the Guarantors party thereto, and U.S. Bank National Association, as trustee.</a>	8-K	4.1	10/8/2014	



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Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
4.4	<a href="#">First Supplemental Indenture, dated as of October 17, 2014, by and among AECOM Technology Corporation, the guarantors party thereto and U.S. Bank National Association.</a>	10-K	4.10	11/17/2014	
4.5	<a href="#">Second Supplemental Indenture, dated as of June 3, 2015, by and among AECOM, the guarantors party thereto and U.S. Bank National Association.</a>	S-4	4.3	7/6/2015	
4.6	<a href="#">Third Supplemental Indenture, dated as of June 19, 2015, by and among AECOM, the guarantor party thereto and U.S. Bank National Association.</a>	S-4	4.4	7/6/2015	
4.7	<a href="#">Fourth Supplemental Indenture, dated as of March 13, 2018, by and among AECOM, the guarantors party thereto and U.S. Bank National Association.</a>	8-K	10.2	3/14/2018	
4.8†	<a href="#">Indenture, dated March 15, 2012, between URS Corporation, URS Fox U.S. LP and U.S. Bank National Association.</a>	8-K	4.01	3/20/2012	
4.9†	<a href="#">First Supplemental Indenture, dated March 15, 2012, by and among URS Corporation, URS Fox U.S. LP, the additional guarantor parties thereto and U.S. Bank National Association.</a>	8-K	4.02	3/20/2012	
4.10†	<a href="#">Second Supplemental Indenture, dated March 15, 2012, by and among URS Corporation, URS Fox U.S. LP, the additional guarantor parties thereto and U.S. Bank National Association.</a>	8-K	4.03	3/20/2012	
4.11†	<a href="#">Third Supplemental Indenture, dated as of May 14, 2012, by and among URS Corporation, URS Fox U.S. LP, the additional guarantor parties thereto and U.S. Bank National Association.</a>	8-K	4.6	5/18/2012	
4.12†	<a href="#">Fourth Supplemental Indenture, dated as of September 24, 2012, by and among URS Corporation, URS Fox U.S. LP, the additional guarantor parties thereto and U.S. Bank National Association.</a>	8-K	4.2	9/26/2012	
4.13	<a href="#">Fifth Supplemental Indenture, dated as of October 17, 2014, by and among AECOM Global II, LLC, URS Fox U.S. LP and U.S. Bank National Association.</a>	10-K	4.8	11/17/2014	
4.14	<a href="#">Indenture, dated as of February 21, 2017, by and among AECOM, the Guarantors party thereto and U.S. Bank, National Association, as trustee.</a>	8-K	4.1	2/21/2017	
4.15	<a href="#">First Supplemental Indenture, dated as of March 13, 2018, by and among AECOM, the guarantors party thereto and U.S. Bank National Association.</a>	8-K	10.3	3/14/2018	

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Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
4.16	<a href="#">Credit Agreement, dated as of October 17, 2014, among AECOM Technology Corporation and certain of its subsidiaries, as borrowers, certain lenders, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, MUFG Union Bank, N.A., BNP Paribas, JPMorgan Chase Bank, N.A., and the Bank of Nova Scotia, as Co-Syndication Agents, and BBVA Compass, Credit Agricole Corporate and Investment Bank, HSBC Bank USA, National Association, Sumitomo Mitsui Banking Corporation and Wells Fargo Bank, National Association, as Co-Documentation Agents.</a>	8-K	10.1	10/17/2014	
4.17	<a href="#">Amendment No. 1 to the Credit Agreement, dated as of July 1, 2015, by and among AECOM and certain of its subsidiaries, as borrowers, certain lenders, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer.</a>	8-K	10.1	7/7/2015	
4.18	<a href="#">Amendment No. 2 to Credit Agreement, dated as of December 22, 2015, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer.</a>	8-K	10.1	12/22/2015	
4.19	<a href="#">Amendment No. 3 to Credit Agreement and Amendment No. 1 to the Security Agreement, dated as of September 29, 2016, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer.</a>	8-K	10.1	9/30/2016	
4.20	<a href="#">Amendment No. 4 to Credit Agreement dated as of March 31, 2017, among the Company, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer.</a>	8-K	10.1	4/6/2017	
4.21	<a href="#">Amendment No. 5 to Credit Agreement dated as of March 13, 2018, among AECOM, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer.</a>	8-K	10.1	3/14/2018	
4.22	<a href="#">Amendment No. 6 to Credit Agreement, dated as of November 12, 2018, among AECOM, the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender, and an L.C. Issuer</a>	10-K	4.21	11/13/2018	
4.23	<a href="#">Amendment No. 7 to Credit Agreement, dated as of January 28, 2020, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A, as administrative agent</a>	8-K	10.1	2/3/2020	

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Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
4.24	<a href="#">Fifth Supplemental Indenture, dated as of April 23, 2020, by and among AECOM, the guarantors party thereto and U.S. Bank National Association.</a>	10-Q	10.1	5/6/2020	
4.25	<a href="#">Second Supplemental Indenture, dated as of April 23, 2020, by and among AECOM, the guarantors party thereto and U.S Bank National Association.</a>	10-Q	10.2	5/6/2020	
4.26	<a href="#">Amendment No. 8 to the Credit Agreement, dated as of May 1, 2020, by and among AECOM, each borrower and guarantor party thereto, the lenders party thereto, and Bank of America, N.A., as of administrative agent.</a>	10-Q	10.3	5/6/2020	
10.1#	<a href="#">AECOM Technology Corporation Change in Control Severance Policy for Key Executives</a>	10-Q	10.1	2/7/2018	
10.2#	<a href="#">Employment Agreement between AECOM Technology Corporation and Randall A. Wotring, dated as of January 1, 2015.</a>	10-Q	10.2	2/11/2015	
10.3#	<a href="#">Amended and Restated 2006 Stock Incentive Plan.</a>	Schedule 14A	Annex B	1/21/2011	
10.4#	<a href="#">Form of Stock Option Standard Terms and Conditions under 2006 Stock Incentive Plan.</a>	8-K	10.1	12/5/2008	
10.5#	<a href="#">Form of Restricted Stock Unit Standard Terms and Conditions under 2006 Stock Incentive Plan.</a>	8-K	10.2	12/21/2012	
10.6#	<a href="#">Standard Terms and Conditions for Performance Earnings Program under AECOM Technology Corporation 2006 Stock Incentive Plan.</a>	8-K	10.3	12/5/2008	
10.7#	<a href="#">AECOM Amended &amp; Restated 2016 Stock Incentive Plan.</a>	Schedule 14A	Annex B	1/19/2017	
10.8#	<a href="#">Form Standard Terms and Conditions for Restricted Stock Units for Non-Employee Directors under the 2016 Stock Incentive.</a>	10-Q	10.3	5/11/2016	
10.9#	<a href="#">Form Standard Terms and Conditions for Restricted Stock Units under the 2016 Stock Incentive Plan.</a>	10-Q	10.4	5/11/2016	
10.10#	<a href="#">Form Standard Terms and Conditions for Performance Earnings Program under the 2016 Stock Incentive Plan.</a>	10-Q	10.5	5/11/2016	
10.11#	<a href="#">Form Standard Terms and Conditions for Non-Qualified Stock Options under the 2016 Stock Incentive Plan.</a>	10-Q	10.6	5/11/2016	
10.12#	<a href="#">Standard Terms and Conditions for Performance Earnings Program and Performance Criteria.</a>	8-K	10.1	12/15/2016	
10.13#	<a href="#">AECOM Technology Corporation Executive Deferred Compensation Plan.</a>	8-K	10.1	12/21/2012	
10.14#	<a href="#">First Amendment to the AECOM Executive Deferred Compensation Plan.</a>	10-Q	10.3	2/10/2016	
10.15#	<a href="#">AECOM Technology Corporation Executive Incentive Plan.</a>	Schedule 14A	Annex A	1/22/2010	
10.16#	<a href="#">Letter Agreement, dated as of March 6, 2014, by and among AECOM Technology Corporation and Michael S. Burke.</a>	8-K	10.1	3/12/2014	

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Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
10.17#	<a href="#">Letter Agreement, dated as of May 8, 2018 between AECOM and Michael S. Burke.</a>	10-Q	10.1	5/9/2018	
10.18#	<a href="#">Form of Special LTI Award Stock Option Terms and Conditions under the 2006 Stock Incentive Plan.</a>	8-K	10.2	3/12/2014	
10.19#	<a href="#">AECOM Retirement &amp; Savings Plan (amended and restated effective July 1, 2016).</a>	10-Q	10.1	8/10/2016	
10.20#	<a href="#">AECOM Amended and Restated Employee Stock Purchase Plan.</a>	DEF 14A	Annex A	1/23/2019	
10.21#	<a href="#">Change in Control Severance Agreement, dated as of August 23, 2019, by and between AECOM Management Services Inc. and John Vollmer.</a>	8-K	10.1	8/23/2019	
10.22#	<a href="#">Retention and Completion Bonus Award Agreement, effective as of August 23, 2019, by and between AECOM and John Vollmer.</a>	8-K	10.2	8/23/2019	
10.23#	<a href="#">Form Standard Terms and Conditions for Performance Earnings Program under the 2016 Stock Incentive Plan (Fiscal Year 2019)</a>	10-Q	10.1	2/6/2019	
10.24#	<a href="#">Form Standard Terms and Conditions for Performance Earnings Program under the 2016 Stock Incentive Plan (Fiscal Year 2020)</a>	10-Q	10.1	2/5/2020	
10.25	<a href="#">Agreement, dated as of November 22, 2019, by and among AECOM and Starboard Value LP and the other parties set forth therein</a>	8-K	10.1	11/22/2019	
10.26#	<a href="#">Letter Agreement between AECOM and Michael S. Burke effective November 22, 2019</a>	10-Q	10.3	2/5/2020	
10.27#	<a href="#">Separation and Release Agreement between AECOM and Carla J. Christofferson dated November 27, 2019</a>	10-Q	10.4	2/5/2020	
10.28#	<a href="#">Letter Agreement between AECOM and Michael S. Burke effective March 11, 2020</a>	10-Q	10.4	5/6/2020	
10.29#	<a href="#">AECOM 2020 Stock Incentive Plan</a>	DEF 14A	Annex A	1/23/2020	
10.30#	<a href="#">Letter Agreement between AECOM and W. Troy Rudd dated June 13, 2020</a>	10-Q	10.1	8/5/2020	
10.31#	<a href="#">Letter Agreement between AECOM and Lara Poloni dated June 13, 2020</a>	10-Q	10.2	8/5/2020	
10.32#	<a href="#">Senior Leadership Severance Plan</a>	10-Q	10.3	8/5/2020	
10.33#	<a href="#">Employment Agreement, dated October 19, 2020, by and between AECOM Australia Pty Ltd and Lara Poloni</a>				X
10.34#	<a href="#">Separation and Release Agreement, dated as of October 2, 2020, by and between AECOM and Steve Morriss</a>				X
10.35#	<a href="#">Separation and Release Agreement, dated October 2, 2020, by and between AECOM and Randall A. Wotring</a>				X
21.1	<a href="#">Subsidiaries of AECOM.</a>				X
23.1	<a href="#">Consent of Independent Registered Public Accounting Firm.</a>				X
31.1	<a href="#">Certification of the Company's Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>				X

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Exhibit Number	Exhibit Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423)		Filed Herewith
			Exhibit	Filing Date	
31.2	<a href="#">Certification of the Company's Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>				X
32*	<a href="#">Certification of the Company's Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>				X
95	<a href="#">Mine Safety Disclosure.</a>				X
101	The following financial statements from the Company's Annual Report on Form 10-K for the year ended September 30, 2020 were formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income (Loss), (iv) Consolidated Statements of Stockholders' Equity, (v) Condensed Consolidated Statements of Cash Flows, and (vi) the Notes to Condensed Consolidated Financial Statements, tagged as blocks of text and including detailed tags.				X
104	The cover page from the Company's Annual Report on Form 10-K for the year ended September 30, 2020, formatted in Inline XBRL.				X

# Management contract or compensatory plan or arrangement.

\* Document has been furnished and not filed.

† Indicates a material agreement previously filed by URS Corporation, a public company acquired by AECOM on October 17, 2014.

**ITEM 16. FORM 10-K SUMMARY**

None.



**DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED  
PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934**

As of September 30, 2020, AECOM (the "Company," "we," "us" or "our") has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), our common stock, par value \$0.01 per share ("Common Stock").

The summary of the general terms and provisions of the Common Stock set forth below does not purport to be complete and is subject to and qualified by reference to the Company's Amended and Restated Certificate of Incorporation, as amended by the Certificates of Amendment thereto (as amended, the "Certificate"), and Amended and Restated Bylaws ("Bylaws"), each of which is incorporated by reference as exhibits to the Annual Report on Form 10-K. For additional information, please read the Certificate and Bylaws and the applicable provisions of the General Corporation Law of Delaware (the "DGCL").

**Description of Common Stock**

*General.* The Certificate authorizes us to issue 300,000,000 shares of Common Stock. Subject to the rights pertaining to any series of preferred stock, in the event of our liquidation, holders of our Common Stock are entitled to share ratably in our assets legally available for distribution after the payment of our debts. The shares of Common Stock have no preemptive, subscription, conversion or redemption rights. Subject to the rights of the holders of preferred stock, the holders of the Common Stock are entitled to receive dividends, when, as and if declared by our Board of Directors (the "Board"), from funds legally available for such dividend payments.

*Delaware Law.* We are subject to the provisions of Section 203 of the DGCL. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date on which the person becomes an interested stockholder, unless (i) prior to the time that such stockholder becomes an interested stockholder, the Board of Directors approves such transaction or business combination, (ii) the stockholder acquires more than 85% of the outstanding voting stock of the corporation (excluding shares held by directors who are officers or held in employee stock plans) upon consummation of such transaction, or (iii) at or subsequent to the time such stockholder becomes an interested stockholder, the business combination is approved by the Board of Directors and by two-thirds of the outstanding voting stock of the corporation (excluding shares held by the interested stockholder) at a meeting of stockholders (and not by written consent). A "business combination" includes a merger, asset sale or other transaction resulting in a financial benefit to such interested stockholder. For purposes of Section 203, "interested stockholder" is a person who, together with affiliates and associates, owns (or within three years prior, did own) 15% or more of the corporation's voting stock.

*Certificate of Incorporation and Bylaws.* Various provisions of our Certificate and Bylaws, which are summarized in the following paragraphs, may be deemed to have an anti-takeover effect and may delay, defer or prevent a tender offer or takeover attempt that a stockholder might consider in its best interest, including those attempts that might result in a premium over the market price for the shares held by stockholders.

*No Cumulative Voting.* The DGCL provides that stockholders are denied the right to cumulate votes in the election of directors unless our Certificate provides otherwise. Our Certificate does not expressly address cumulative voting.

*No Stockholder Action by Written Consent; Calling of Special Meetings of Stockholders.* Our Certificate prohibits stockholder action by written consent. Our Bylaws also provide that special meetings of our stockholders (i) may be called at any time by the Board or by a committee of the Board which has been duly designated by the Board and whose powers and authority, as expressly provided in a resolution of the Board, include the power to call such meetings, and (ii) must be called by the Chairman of the Board or the Secretary of the Company upon the request of one or more persons that own at least 25% of the outstanding shares of the Company that are entitled to

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vote on the matter(s) to be brought before the proposed special meeting as of the record date fixed in accordance with the Bylaws, provided the requesting stockholder(s) satisfy the requirements specified in the Bylaws.

*Voting Rights.* A majority of the outstanding shares entitled to vote on a matter, represented in person or by proxy, constitutes a quorum at any meeting of stockholders except as otherwise provided by applicable law or by the Certificate. Prior to the Company's 2020 annual meeting of stockholders, at any meeting of stockholders for the election of directors, when a quorum is present, a plurality of the votes of the shares of the Company present in person or represented by proxy at the meeting and entitled to vote on the election of directors at such meeting of stockholders is sufficient to elect directors. Commencing with the Company's 2020 annual meeting of stockholders, at any meeting of stockholders for the election of directors, including the 2020 annual meeting, each director will be elected by a majority of the votes cast; provided that, if the election is contested, the directors will be elected by a plurality of the votes cast. In all other matters, when a quorum is present at any meeting, the affirmative vote of the holders of a majority of the shares of capital stock present in person or represented by proxy at the meeting and entitled to vote on the subject matter at such meeting of stockholders shall decide any question brought before such meeting, unless the question is one upon which by express provision of applicable law or of the Certificate or the Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such matter.

Unless otherwise provided in the Certificate, each stockholder entitled to vote at any meeting of the stockholders shall be entitled to one vote (in person or by proxy) for each share held by such stockholder which has voting power upon the matter in question.

*Proxy Access Provision of Our Bylaws.* The Bylaws permit a stockholder, or a group of up to 20 stockholders, owning 3% or more of the Company's outstanding common stock continuously for at least three years to nominate and include in the Company's proxy materials director nominees not to exceed the greater of (i) 20% of the Board or (ii) two directors, provided that the stockholder(s) and the nominee(s) satisfy the procedural and eligibility requirements specified in the Bylaws.

*Advance Notice Requirements for Stockholder Proposals and Director Nominations.* Our Bylaws provide that stockholders seeking to bring business before an annual meeting of stockholders must provide timely notice of their proposal in writing to the corporate secretary. To be timely, a stockholder's notice must be delivered or mailed and received at our principal executive offices not less than 90 nor more than 120 days prior to the first anniversary of the preceding year's annual meeting of stockholders. Our Bylaws also specify requirements as to the form and content of a stockholder's notice. These provisions may impede stockholders' ability to bring matters before an annual meeting of stockholders or make nominations for directors at an annual meeting of stockholders.

*Annual Election of Directors.* We do not have a classified board of directors. The full Board is subject to re-election at each annual meeting of our stockholders.

*Limitations on Liability and Indemnification of Officers and Directors.* The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties. Our Certificate includes a provision that eliminates the personal liability of directors for monetary damages for actions taken as a director, except for liability:

- for breach of duty of loyalty;
- for acts or omissions not in good faith or involving intentional misconduct or knowing violation of law;
- under Section 174 of the DGCL (unlawful dividends); or
- for transactions from which the director derived improper personal benefit.

Our Bylaws provide that we must indemnify our directors and officers to the fullest extent authorized by the DGCL. We are also expressly authorized to carry directors' and officers' insurance providing indemnification for our directors, officers and certain employees for some liabilities. We believe that these indemnification provisions and insurance are useful to attract and retain qualified directors and officers.



The limitation of liability and indemnification provisions in our Certificate and Bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders.

*Authorized But Unissued Shares.* Subject to the requirements of any stock exchange on which shares of our Common Stock may be listed, our authorized but unissued shares of Common Stock will be available for future issuance without the approval of holders of Common Stock. We may use these additional shares for a variety of corporate purposes, including future offerings to raise additional capital, corporate acquisitions and employee benefit plans.

*Listing.* The Common Stock is traded on the New York Stock Exchange under the trading symbol “ACM.”

**EMPLOYMENT AGREEMENT (Agreement)**  
between  
**AECOM AUSTRALIA PTY LTD (the COMPANY)**  
and  
**LARA POLONI**

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**1. Date of Commencement**

Your commencement date with the Company is August 15, 2020 and your employment will continue until terminated by either party in accordance with this Agreement. The Company recognises your prior service from 14 June 1994 for the purposes of all service-related entitlements, with the exception of severance entitlements which are covered by the AECOM Change in Control Severance Policy for Key Executives and the AECOM Senior Leadership Severance Plan. Your employment is conditional upon you being an Australian citizen, holding current Australian residency or valid visa status for eligibility to work in Australia. You agree that the offer letter dated 13 June 2020 issued by the Company's U.S. entity to you as well as any other employment agreement you previously entered with the Company or its parents/subsidiaries/affiliates (if any) is hereby superseded and will terminate automatically and without the provision of notice or any entitlement to compensation upon the commencement of your employment with the Company pursuant to this Agreement, except that the last paragraph on page one (1) in the 13 June 2020 offer letter that sets forth the 2021 Fiscal Year long term inventive ("LTI") award opportunity shall remain in effect.

**2. Position and Reporting**

You are assigned to the full-time permanent position of President of AECOM, a Delaware corporation ("AECOM"), which is with the ultimate parent of the Company.

In this capacity, you will initially be based in our Melbourne office, reporting to the Chief Executive Officer of AECOM (your Manager).

The Company is a global company and as such project work may require you to travel to other locations within Australia or overseas and/or perform work for any of AECOM's related entities as may be necessary for the proper performance of your duties.

**3. Remuneration**

The Company will pay to you a Total Fixed Remuneration (TFR) per annum as detailed below. This TFR covers all work required to be carried out by you in your position. Your TFR includes an annual base salary plus compulsory superannuation contributions, as well as the total cost (including consequential fringe benefits tax) of all other benefits provided to you and as may be agreed between you and the Company from time to time.

Annual Base Salary (Gross)	AUD \$1,042,500, subject to the deduction of applicable taxation
	(the equivalent of US\$750,000 per annum, based on an exchange rate of 1:1.39 (USD:AUD)); the Company will examine the currency exchange rate in our around January of each year starting in January 2022 or as otherwise mutually agreed or as determined by the Compensation/Organization Committee of the AECOM Board of Directors (the "Compensation Committee").

The Base Salary may be subject to temporary salary reductions consistent with any policy or similar actions as applicable to executive officers of AECOM generally. Any reduction in Base Salary will be set out in a variation letter to this Agreement which will be executed by the parties in writing.

The Company undertakes and guarantees to you that it will pay to you the TFR identified in this Agreement, which is an amount of annual earnings in relation to the performance of work during your period of employment and which exceeds the high-income threshold. You accept and agree to this undertaking and the amount of earnings specified in the base salary and remuneration and, as a result, agree that no modern award applies to you during your employment with the Company. This undertaking constitutes a guarantee of annual earnings for the purpose of section 330 of the *Fair Work Act 2009* (Cth).

From time to time, costs associated with your remuneration (including fringe benefits tax liability or superannuation contributions) may alter. If this occurs, the Company may at its sole discretion (subject to legislative obligations) change components of your remuneration package, including base salary, so as to have the effect that the total

cost to the Company of providing the components of the package is equivalent to, and does not result in any increase to, the TFR.

You will be eligible to participate in the AECOM Executive Incentive Plan (Incentive Plan) as in effect from time to time, with a 2021 fiscal year target award opportunity of up to 110% of Base Salary. The Company's determination of whether or not to pay you any amount under the plan, the eligibility criteria for and the amount and timing of such incentive payment will be determined by the Compensation Committee in its sole discretion subject to your achievement of performance goals and the terms of the Incentive Plan. You have no contractual right to receive an incentive payment and the rules of the Incentive Plan do not form part of this Agreement. The Company reserves the right to vary, amend, discontinue or withdraw the Incentive Plan at any time it deems fit, at its sole discretion, including to cap or limit the amount of any payment to you and for any changes to have retrospective effect. If your employment under this Agreement is terminated, or if you are serving any period of notice of termination as at the payment date, you are not entitled to any payment pursuant to the Incentive Plan or part thereof.

You will also be eligible to participate in AECOM's employee benefit plans as in effect from time to time that are available to other executive officers of AECOM, including AECOM's Change in Control Severance Policy for Key Executives and AECOM's Senior Leadership Severance Plan (the "Pre-CIC Severance Plan"), as in effect from time to time. No such plans form part of this Agreement. The Company reserves the right to vary, amend, discontinue or withdraw such plans at any time it deems fit, at its sole discretion, including to cap or limit the amount of any payment to you under such plans and for any changes to have retrospective effect.

The Company will pay your annual base salary on or before the 15<sup>th</sup> of each month by electronic funds transfer into your nominated bank or building society account.

#### **Remuneration Review**

Your TFR will be reviewed by your Manager annually taking into account your performance and contribution, the business results of AECOM and market conditions. Any increase in your TFR is at the sole discretion of the Company. There is no obligation on the Company to award any increase to your TFR following any review.

#### **4. Superannuation**

The Company will make superannuation contributions for you at the rate required under the *Superannuation Guarantee (Charge) Act 1992* (Cth) to avoid a charge.

As AECOM manages total fixed remuneration the amount of superannuation contributions made by the Company on your behalf may change in accordance with future legislative changes to the compulsory superannuation contribution rate.

You may nominate a complying superannuation fund in accordance with applicable legislation. If you do not make a nomination, the Company will make all required superannuation contributions on your behalf to its default fund, which is currently the AMP AECOM Australia Signature Superannuation Fund. This fund may change at the Company's election from time to time. A Standard Choice form must be completed and returned upon acceptance of this offer.

If you elect the Company superannuation fund, you will be provided with temporary salary continuance in the event of a serious injury or illness, with a benefit of up to 75% of your superannuation salary (subject to eligibility for benefits under the Fund being established). If eligible for benefits a three (3) month waiting period applies. Full details will be provided upon commencement of employment and if you make the necessary election.

#### **5. Hours of Work**

Your weekly hours of work are 38 hours per week, Monday to Friday, plus any reasonable additional hours as are necessary and reasonable to perform your duties and responsibilities (not including an unpaid meal break each day). Start and finish times should be discussed and agreed with your manager.

Your remuneration has been set at a level to compensate you for all hours worked, including all such reasonable additional hours and you acknowledge that no additional payment will be made for time worked in excess of 38 hours per week.

#### **6. Fitness for Work**

From time to time the Company may lawfully and reasonably direct you to attend a doctor or other health professional nominated by the Company for the purpose of having a medical examination to ascertain your fitness or capacity to undertake your duties and/or undertake medically supervised tests (e.g. drug alcohol, general fitness) to determine a level of "fitness for work". Such tests may also be required by our clients from time to time in order to fulfil contractual, industrial or Workplace Health & Safety obligation. You authorise the Company to obtain a copy of any reports and the results of any tests undertaken in respect of any such medical examinations or fitness for work tests.



## 7. Responsibilities

In carrying out your duties it is your responsibility to perform the duties assigned to you to the best of your ability and knowledge; act in the Company's best interests and use your best efforts to promote the interests of the Company. You are expected to comply with all lawful and reasonable directions of the Company; all law applicable to your position and the duties assigned to you.

## 8. Leave Entitlements

The leave entitlements detailed below are subject to the notice and evidence requirements of the *Fair Work Act 2009* (Cth) and/or as detailed in the Company's leave policy as amended from time to time which forms a lawful and reasonable direction with which you must comply but does not form part of this Agreement.

Annual Leave - You are entitled to annual leave in accordance with the *Fair Work Act 2009* (Cth). The remainder of this paragraph summarises the key aspects of your annual leave entitlements under the Act. You are entitled to four (4) weeks' paid annual leave for each year of service in accordance with the *Fair Work Act 2009* (Cth) as amended from time to time. Subject to this Agreement, annual leave is to be taken at a time agreed to between you and the Company or, failing agreement at a time specified by the Company. Annual leave accrues progressively during a year of service according to your ordinary hours of work and is cumulative.

Christmas Closure - Project commitments permitting, it is currently the practice of the Company's offices to close for a period of time around Christmas and New Year. Accordingly, you may be directed by the Company to take annual leave during any shutdown period over the Christmas/New Year period or where you have accrued an excessive annual leave balance. You will be required to utilise your accrued annual leave to cover the non-public holiday days during this shutdown period. New employees with insufficient annual leave may be permitted to take un-accrued annual leave to be re-credited in the following calendar year.

Long Service Leave - You will be entitled to long service leave in accordance with the applicable legislation in the State or Territory that is your primary place of employment.

Public Holidays - You are entitled to the gazetted public holidays, which fall on your standard work days, in the State or Territory that is your primary place of employment being the office location identified in the Position and Reporting section of this Agreement, unless your primary place of employment changes due to relocation at the request of the Company.

Personal/Carer's Leave - You are entitled to personal leave in accordance with the *Fair Work Act 2009* (Cth). The remainder of this paragraph summarises the key aspects of your personal leave entitlements under this Act. You are entitled to ten (10) days' of paid personal leave for each year of service. This leave can be used in circumstances of personal illness or injury, or to provide care and support to a member of your immediate family or a member of your household as a result of a personal illness or injury or an unexpected emergency affecting the member. Paid personal leave accrues progressively during a year of service according to your ordinary hours of work and is cumulative. Where your paid personal leave entitlement is otherwise exhausted, you are also entitled to up to two

(2) days of unpaid carer's leave (per occasion). On termination you are not entitled to any payment in lieu of accrued but untaken personal leave.

Compassionate Leave - You are entitled to up to two (2) days paid compassionate leave for each occasion where a member of your household or immediate family passes away or contracts a personal illness or injury which poses a serious threat to life.

Study Leave - Study leave is available for employees undertaking **approved** secondary and tertiary studies in an area directly linked to your profession and career path. Study leave of up to four (4) days per academic year may be approved by your Manager on a case-by-case basis, and the granting of study leave is at the Company's sole discretion

Parental Leave - You are entitled to unpaid parental leave in accordance with the *Fair Work Act 2009* (Cth). After completing six (6) months of continuous service you will be entitled to paid parental leave in accordance with the Company's Parental Leave Guide.

Community Service Leave - You are entitled to community service leave in accordance with the *Fair Work Act 2009* (Cth).

You are required to notify the Company as soon as reasonably practicable, preferably before your usual time for commencement of work on the day of your inability to attend work for any reason, including due to a need to take personal leave. If requested to do so, you must supply the Company with evidence that supports your reason to take the type of leave requested, for example, a medical certificate or a statutory declaration.

Family and Domestic Violence Leave - You are entitled to Family and Domestic Violence leave in accordance with the *Fair Work Act 2009* (Cth) and in accordance with the Company Family and Domestic Violence Leave Policy.



## 9. Policies, Procedures and Guidelines

The Company's policies, procedures and guidelines as prescribed, amended and published from time to time are not incorporated into and do not form part of this Agreement, nor do they impose contractual obligations on the Company or give rise to contractual rights enforceable by you.

Some of the Company's policies, procedures and guidelines, including those of our parent company "AECOM", such as but not limited to the Code of Conduct, Clawback Policy, Good Working Relationships, Insider Trading, Electronic Communications and the Safety, Health & Environment policies, place obligations on you as an employee of the Company. Where such obligations arise, it is a condition of your employment with the Company and under this Agreement that you comply with these obligations as a lawful and reasonable direction issued to you by the Company.

You are also obliged under this Agreement to undertake related training in relation to such policies, procedures and guidelines as requested from time to time.

Policies, procedures and guidelines may be added to, modified or withdrawn at any time and in the event that there is a conflict between this Agreement and the policies, procedures and guidelines this Agreement will prevail. Failure to comply with the Company's policies, procedures and guidelines may be taken into account in assessing your performance and your conduct as an employee. Conduct which is in breach of policies, procedures or guidelines or refusing to undertake training in relation to policies, procedures or guidelines, may in particular cases justify disciplinary action, up to and including termination of employment without notice or without payment in lieu of notice. You should therefore ensure that you are familiar with the Company's policies, and procedures and guidelines, which can be obtained from the company's intranet, your Manager or the Human Resources team.

## 10. Company Equipment

All equipment provided to you by the Company during your employment, including mobile phones, BlackBerry/PDA devices and computers remain the property of the Company and must be returned to the Company upon the end of your employment.

## 11. Privacy

For the purpose of this clause, "personal information", including "health information" and "sensitive information" have the same meaning as in the *Privacy Act 1988* (Cth).

You consent to the Company, its related entities and each person to whom you have disclosed personal information, collecting, using and disclosing personal information for any purpose relating to their business or your employment in accordance with the *Privacy Act 1988* (Cth). Information concerning your employment may be shared, when required for a direct business purpose or as instructed by a government agency or court order.

## 12. Conflict of Interest

You represent and acknowledge that the offer and acceptance of employment with the Company will not place you or have the potential to place you in a situation of conflict of interest or duty or potential of conflict of interest or duty with the offered position. If you have any legal or contractual obligation which may preclude or impose restrictions on your potential employment with the Company, you must disclose this to the Company prior to your acceptance.

During your employment you must not allow a situation to arise which places you in a situation, or potential situation, of conflict of interest or duty with your position at the Company. During your employment, you must not, without the prior written consent of the Company, undertake any appointment or position (including any directorship) or other paid work or time-consuming unpaid work, or advise or provide services to, or be engaged, or associated with any business or activity (including a business on your own account) that:

- a) results in your performing activities similar to your duties and responsibilities under this Agreement; ;
- b) results in the business or activity competing with the Company;
- c) adversely affects the Company or its reputation; or
- d) hinders the performance of your duties.

You must not accept any payment or other benefit from any person as an inducement or reward for any act or omission in connection with the business and affairs of the Company or the duties assigned to you by the Company from time to time.

If a situation arises whereby you believe you have, or have the potential to have, a conflict of interest or duty:

- a) you must immediately advise your Manager of the situation; and
- b) you must take all reasonable steps to avoid the conflict or potential conflict and follow all reasonable directions of your Manager in that regard.

### 13. Confidentiality

During your employment and following termination of your employment, you will keep confidential all Confidential Information. Confidential Information means all information which is confidential to the AECOM, the Company, and their Affiliates (collectively "AECOM Group"), including trade secrets, information concerning the market within which the AECOM Group operates, technical information concerning the AECOM's products or the materials used by AECOM Group in its business, information about the AECOM's financial performance, customer lists and customer information, information concerning the Company's markets, business projections, business plans and business forecasts concerning the AECOM Group's performance or likely future activity and/or any other information which is confidential to the business affairs of the AECOM Group or its suppliers and customers and/or employees and which is not in the public domain.

You further agree that during your employment with the Company you will not improperly use or disclose any Executive Restricted Information which includes proprietary or confidential information or trade secrets of any person or entity with whom you have an agreement or duty to keep such information or secrets confidential.

You must not during or at any time after your employment with the Company ends, disclose or publish any Confidential Information and you must use your best endeavours to prevent the disclosure or publication of the Confidential Information to any person except if it falls within one of the following exceptions:

- e) the disclosure if required by law;
- f) the prior written consent of the AECOM Group is obtained to the disclosure; or
- g) the disclosure is in the proper performance of your duties to the AECOM Group's agents, employees or advisers who enter into an undertaking of confidentiality reasonably required by the AECOM Group.

You must not make a copy or other record of Confidential Information except in the proper performance of your duties.

You will:

- a) upon termination of your employment with the Company, or at any time at the request of AECOM or the Company, immediately deliver to AECOM or the Company all documents or other things in your possession, custody or control on which any Confidential Information is stored or recorded, whether in writing or in electronic or other form; or
- b) if requested by AECOM or the Company, instead of delivering the Confidential Information to the AECOM or Company, destroy the Confidential Information (in the case of data stored electronically or in other form, by erasing it from the media on which it is stored such that it cannot be recovered or in any way reconstructed or reconstituted) and certify in writing to AECOM or the Company that the Confidential Information, including all copies, has been destroyed.

### 14. Intellectual Property Rights

You acknowledge that the Company is the absolute owner of all Intellectual Property rights in the Works.

You must disclose to the Company all Works whether capable of attracting Intellectual Property rights or not. All existing and future Intellectual Property rights, title and interest created or developed by you in connection with your employment (whether alone or with others and whether created during or outside of work hours) are vested in the Company. You will undertake all acts and things required to secure Intellectual Property rights of the Company, including assigning to the Company all your existing and future Intellectual Property rights in the Works (whether during or after the cessation of your employment), applying, executing any instrument and undertaking to do all things reasonably requested by the Company to vest the registration of title or other similar protection to the Company and ensuring all Intellectual Property rights in the Works become the absolute property of the Company.

You consent to any act or omission by the Company (for its own benefit) which would otherwise constitute an infringement of your Moral Rights in all Works created or developed by you in connection with your employment.

In this clause, the following terms have the following meanings:

**"Intellectual Property"** means all forms of intellectual property rights whether registered or unregistered and whether existing under statute, at common law or in equity throughout the world, including without limitation copyright, registered patent, designs, trademarks and Confidential Information including know-how and trade- secrets;



**"Moral Rights"** has the meaning given to it in the *Copyright Act 1968* (Cth) and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world; and

**"Works"** means all information, ideas, concepts, improvements, discoveries and inventions, whether patentable or not, which are conceived, made, developed or acquired by you or which are disclosed or made known to you, individually or in conjunction with others, during your employment with the Company and which relate to the Company's business, products or services (including all such information relating to corporate opportunities, research, financial and sales data, pricing and trading terms, evaluations, opinions, interpretations, acquisition prospects, the identity of clients or customers or their requirements, the identity of key contacts within the client or customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks). This includes all drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, maps and all other writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries and inventions (and in each case whether electronic or in any other material form).

#### **15. Non-solicitation and Non-compete Obligations**

During your employment with the Company you will be in a position to develop and maintain relationships on behalf of the Company, with the Company and its related entities, clients, employees, vendors, agents and other business associates and will have access to confidential information, including commercially sensitive, conceptual, financial and structural knowledge of the Company. On this basis, you acknowledge that certain restrictions are necessary for the protection of the Confidential Information, the reputation and goodwill of the Company and apply during your employment and when your employment with the Company ceases.

In consideration of the TFR provided to you under this Contract, you agree that during your employment and for one (1) year following termination of your employment you will not:

- a) canvass, solicit, entice or otherwise induce any employee or contractor of the Company to act in breach of their contract with the Company or to leave the employment of or end their engagement with the Company (as applicable); or
- b) induce, encourage or solicit any of the Company's clients, suppliers or candidates with whom you have had dealings and influence over in the preceding twelve (12) months, to end or restrict their trade or commercial relationship with the Company.

Each restriction described in this letter (above and under the heading of Non-solicitation and Non-compete Obligations) are separate, distinct and severable from the other restrictions. If any such restriction is found to be unenforceable in whole or in part, such unenforceable restriction will be severed from this letter and the enforceability of the remainder of the restrictions and any other restriction will not be affected.

#### **16. Acknowledgements**

You agree that each of the restraints are reasonable in their extent (as to duration, geographical area and restrained conduct) having regard to the legitimate business interests of the Company and go no further than is reasonably necessary to protect the ongoing business and goodwill of the Company.

You also acknowledge that you have sought professional advice in relation to the contents of this Contract including the restraints set out at paragraphs (a) to (b) in clause 15 above.

You acknowledge that any breach by you of your obligations under this Agreement with respect to Confidentiality, Intellectual Property Rights and Non-poaching and Non-compete Obligations will be regarded as very serious matters by the Company, may result in you being dismissed immediately without any entitlement to notice or pay in lieu of notice; and/or may result in the Company seeking an injunction against you as you acknowledge that damages may not be an adequate remedy in such circumstances.

#### **17. Termination of Employment**

You are required to give three (3) months' written notice of resignation. The Company may terminate your employment by giving you three (3) months' written notice.

The Company may elect to pay out all of the notice period or provide a combination of part notice and part payment in lieu of notice. Payments in lieu of notice are calculated on the basis of your usual weekly remuneration.

The Company may terminate your employment immediately and without notice or without payment in lieu of notice if you engage in any of the following conduct that, in the Company's opinion, justifies your summary dismissal, which includes but is not limited to:



- a) serious misconduct (including, but not limited to theft, fraud or assault);
- b) gross negligence or otherwise being incompetent in the performance of your position;
- c) committing a serious or persistent breach of the terms of this Agreement;
- d) engaging in conduct that causes a serious risk to health or safety;
- e) breaching fit for work requirements;
- f) refusing to carry out a lawful and reasonable direction;
- g) becoming bankrupt;
- h) being restricted from performing your duties due to breach of any restraint provision with a former employer or failing to obtain any required visas, work permits, licences, registrations, or memberships;
- i) committing a crime which in the reasonable opinion of the Company, may either seriously impact on your ability to perform your duties or is likely to significantly damage the reputation or business of the Company; and/or
- j) breaching the Confidentiality, Intellectual Property Rights, and/or Non-poaching and Non-compete Obligations provisions of this Agreement.

On either party giving notice of termination, the Company may, in its absolute discretion and for all or part of the notice period require you to perform duties different to those duties which you performed during your employment, only some of your duties, or no duties at all, which you agree will not constitute a repudiation of this Agreement. During any such period, you will remain an employee of the Company, you must remain ready, willing and able to perform any duties as required by the Company, and except as specified in this clause, all terms and conditions of this Agreement will continue to apply to you.

#### **18. Right to Deduct**

You expressly authorise and agree that the Company may deduct from your salary any money and costs:

- a. as overpayments made by the Company to you including, without limitation, due to any payroll or other administrative error or mistake, because of unauthorised absences where you have not accrued such entitlement or negative leave balances;
- b. directly incurred by the Company as a result of your voluntary private use of particular property of the Company including, for example, the cost of items purchased on a corporate credit card for personal use, the cost of personal calls on a Company mobile phone or the cost of petrol purchased for the private use of a Company vehicle;
- c. if you fail to give the required notice to the Company, being an amount not exceeding the amount you would have been paid under this Agreement in respect of your period of notice less any period of notice actually given by you to the Company; and
- d. for which the Company is legally entitled to deduct, or which you have specifically asked the Company to deduct from your wages and that is for your benefit, including, for example, salary sacrifice payments, reimbursable relocation expenses, and gym membership or health insurance fees.

Where the Company has a right to deduct monies from your salary and a written authority from you is required, you undertake to provide this authority as requested by the Company.

#### **19. General Provisions**

In this Agreement, a reference to the Company includes the Company's related entities.

Your obligations under this Agreement concerning Return of Property, Confidentiality, Intellectual Property Rights, Non-poaching and Non-compete Obligations, Acknowledgements and this clause continue after termination of this Agreement and your employment.

This Agreement supersedes and replaces all prior representations and agreements concerning your employment with the Company. Any change to this Agreement must be agreed between you and the Company and in writing.

The failure by the Company to insist on performance of any term of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other terms of this letter.

Each provision of this Agreement is separable from the others and the severance of a provision does not affect the remainder of the Agreement.

This Agreement is governed by the laws of the State of Victoria.



You acknowledge that you have the right to seek legal advice in relation to this Agreement.

**20. Acceptance of Offer**

Please sign below (and initial each page) the duplicate copy of this Agreement to signify your understanding and acceptance of the terms and conditions of your appointment with the Company. The AECOM Code of Conduct and the AECOM Global Ethical Business Conduct policies enclosed with this Agreement are important to us as they guide our professional behaviour. By signing this Agreement, you also acknowledge you have received, read and understand your obligations arising out of these policies and agree to comply with them during, and if applicable after, your employment with AECOM.

I understand, acknowledge and accept the terms and conditions of employment with the Company.

**Signed by** Lara Poloni

**Signature:** /s/ Lara Poloni

**Date:** 10/19/20

On behalf of AECOM:

**Signed by** /s/ Steven A. Kandarian

Steven A. Kandarian  
Chairman of the Compensation and Organization Committee

**Date:** 9/29/20



**Fair Work OMBUDSMAN** | **Fair Work Information Statement**  
Employers must give this document to new employees when they start work.

**IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS**

Employees in Australia have entitlements and protections at work, under:

<p><b>FAIR WORK LAWS</b></p>  <ul style="list-style-type: none"> <li>• minimum entitlements for all employees</li> <li>• includes the National Employment Standards</li> </ul>	<p><b>AWARDS</b></p>  <ul style="list-style-type: none"> <li>• set minimum pay and conditions for an industry or occupation</li> <li>• cover most employees in Australia</li> </ul>	<p><b>ENTERPRISE AGREEMENTS</b></p>  <ul style="list-style-type: none"> <li>• set minimum pay and conditions for a particular workplace</li> <li>• negotiated and approved through formal process</li> </ul>	<p><b>EMPLOYMENT CONTRACTS</b></p>  <ul style="list-style-type: none"> <li>• provide additional conditions for an individual employee</li> <li>• can't reduce or remove minimum entitlements</li> </ul>
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Find your award at [www.fairwork.gov.au](http://www.fairwork.gov.au). Check if your workplace has an enterprise agreement at [www.fwc.gov.au/agreements](http://www.fwc.gov.au/agreements)

**PAY** Your minimum pay rates are in your award or enterprise agreement. If there is no award or agreement for your job, you must get at least the National Minimum Wage. You can't agree to be paid less. Minimum pay rates are usually updated yearly. Find out what you should get at [www.fairwork.gov.au/minimum-wages](http://www.fairwork.gov.au/minimum-wages)

<p><b>NATIONAL MINIMUM WAGE FROM 1 JULY 2019</b></p>	<p><b>\$19.49/hour</b> full-time or part-time</p>	<p><b>\$24.36/hour</b> casual</p>	<p>Use our free calculator to check your pay, leave and termination entitlements at: <a href="http://www.fairwork.gov.au/pact">www.fairwork.gov.au/pact</a></p>
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This is the adult rate for employees with no award or enterprise agreement. Lower rates may apply to juniors, apprentices and employees with disability.

**NATIONAL EMPLOYMENT STANDARDS**

These are minimum standards for all employees. Rules and exclusions may apply. Your award or agreement may provide more. Find more information on the National Employment Standards at [www.fairwork.gov.au/NEES](http://www.fairwork.gov.au/NEES)

	Full-time and part-time employees	Casual employees
<b>Annual leave</b>	✓ 4 weeks paid leave per year (pro rata for part-time employees) + 1 week for eligible shift workers	✗
<b>Personal leave*</b> (sick or carers leave)	✓ 10 days paid leave per year	✗
<b>Carer's leave</b>	✓ 2 days unpaid leave per permissible occasion (if no paid personal leave left)	✓ 2 days unpaid leave per permissible occasion
<b>Compassionate leave</b>	✓ 2 days paid leave per permissible occasion	✓ 2 days unpaid leave per permissible occasion
<b>Family &amp; domestic violence leave</b>	✓ 5 days unpaid leave per 12 months	✓ 5 days unpaid leave per 12 months
<b>Community service leave</b> • Jury service • Voluntary emergency management activities	✓ 10 days paid leave with make up pay + unpaid leave as required ✓ Unpaid leave as required to engage in the activity	✓ Unpaid leave as required ✓ Unpaid leave as required to engage in the activity
<b>Long service leave</b>	✓ Paid leave (amount and eligibility rules vary between states and territories)	• Varies between states and territories
<b>Parental leave</b> eligible after 12 months employment	✓ 12 months unpaid leave - can extend up to 24 months with employer's agreement	✓ 12 months unpaid leave for regular and systematic casuals - can extend up to 24 months with employer's agreement
<b>Maximum hours of work</b>	✓ Full-time employees - 38 hours per week + reasonable additional hours ✓ Part-time and casual employees - 38 hours or employer's ordinary weekly hours (whichever is less) + reasonable additional hours	
<b>Public holidays</b>	✓ A paid day off if you normally work. If asked to work you can refuse, if reasonable to do so	✓ An unpaid day off, if asked to work you can refuse, if reasonable to do so
<b>Notice of termination</b>	✓ 1-5 weeks notice (or pay instead of notice) based on length of employment and age	✗
<b>Redundancy pay</b> eligible after 12 months employment	✓ 4-16 weeks pay based on length of employment	✗

\*Applications have been made to the High Court to appeal a recent decision on the method of calculating and taking paid personal/carer's leave under the National Employment Standards. This document currently reflects the state of the law as it applies to affected employees, but is subject to any changes at law. For details see [www.fairwork.gov.au/news/100-and-carers-leave](http://www.fairwork.gov.au/news/100-and-carers-leave)



**IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS**



**FLEXIBILITY**

After 12 months employment, you can make a written **request for flexible working arrangements** if you're 55 or over, a carer, have a disability, are experiencing violence from a family member (or are supporting a family or household member who is), or are the parent of, or have caring responsibilities for, a child of school age or younger. This includes employees returning from parental or adoption leave asking to work part-time to care for the child. Your employer must respond in writing within 21 days. They can only say no on reasonable business grounds.

You and your employer can also **negotiate an individual flexibility arrangement**. This would change how certain terms in your award or enterprise agreement apply to you. An individual flexibility arrangement must be a genuine choice – it can't be a condition of employment – and it must leave you better off overall. Find out more at:

[www.fairwork.gov.au/flexibility](http://www.fairwork.gov.au/flexibility)

**DID YOU KNOW?**

You can create a free My account to save your workplace information in one place at: [www.fairwork.gov.au/register](http://www.fairwork.gov.au/register)

You can find free online courses to help you start a new job or have difficult conversations at work, visit: [www.fairwork.gov.au/learning](http://www.fairwork.gov.au/learning)

The **Record My Hours app** makes it quick and easy to record the hours you work. It's free on the App Store and Google Play.



**ENDING EMPLOYMENT**

When your employment ends, your final pay should include all **outstanding entitlements**, such as wages and unused annual leave and long service leave.

You may be entitled to **notice of termination**, or pay instead of notice. If you're dismissed for serious misconduct, you're not entitled to notice. If you resign you may have to give your employer notice. To check if notice is required and what should be in your final pay visit:

[www.fairwork.gov.au/ending-employment](http://www.fairwork.gov.au/ending-employment)

If you think your **dismissal was unfair** or unlawful, you have **21 calendar days** to lodge a claim with the Fair Work Commission. Rules and exceptions apply. Find out more at:

[www.fairwork.gov.au/termination](http://www.fairwork.gov.au/termination)



**PROTECTIONS AT WORK**

**All employees have protections at work.** You can't be treated differently or worse because you have or exercise a workplace right, for example, the right to request flexible working arrangements, take leave or make a complaint or enquiry about your employment.

You have the right to join a union or choose not to, and to take part in lawful industrial activity or choose not to.

You also have protections when temporarily absent from work due to illness or injury, from discrimination, bullying and harassment, coercion, misrepresentation, sham contracting, and undue influence or pressure. Find out more at:

[www.fairwork.gov.au/protections](http://www.fairwork.gov.au/protections)



**AGREEMENT MAKING**

Enterprise agreements are negotiated between an employer, their employees, and any employee representatives (e.g. a union). This process is called bargaining and has to follow set rules. The Fair Work Commission checks and approves agreements. For information about making, varying, or terminating an enterprise agreement visit:

[www.fwc.gov.au/agreements](http://www.fwc.gov.au/agreements)



**TRANSFER OF BUSINESS**

If a transfer of business occurs, your employment with your old employer ends. If you're employed by the new employer within three months to do the same (or similar) job, some of your entitlements might carry over to the new employer. This may happen if, for example, the business is sold or work is outsourced. Find out more at:

[www.fairwork.gov.au/transfer-of-business](http://www.fairwork.gov.au/transfer-of-business)



**RIGHT OF ENTRY**

Union officials with an entry permit can enter the workplace to talk to workers that they're entitled to represent, or to investigate suspected safety issues or breaches of workplace laws.

They must comply with certain requirements, such as notifying the employer, and can inspect or copy certain documents. Strict privacy rules apply to the permit holder, their organisation and your employer. Find out more at:

[www.fwc.gov.au/entry-permits](http://www.fwc.gov.au/entry-permits)

**WHO CAN HELP?**

**FAIR WORK OMBUDSMAN**

- information and advice about pay and entitlements
- free calculators, templates and online courses
- help resolving workplace issues
- investigates and enforces breaches of workplace laws.

[www.fairwork.gov.au](http://www.fairwork.gov.au) - 13 13 94

**FAIR WORK COMMISSION**

- hears claims of unfair dismissal, unlawful termination, bullying, discrimination or adverse action at work
- approves, varies and terminates enterprise agreements
- issues entry permits and resolves industrial disputes.

[www.fwc.gov.au](http://www.fwc.gov.au) - 1300 799 675

If you work in the commercial building industry the Australian Building and Construction Commission can help. [www.abcc.gov.au](http://www.abcc.gov.au) - 1800 003 338

**SEPARATION AND RELEASE AGREEMENT**

AECOM and Steve Morriss (“you” or “your”) hereby enter into this SEPARATION AND RELEASE AGREEMENT (“Agreement”), dated as of October 2, 2020.

WHEREAS, AECOM, its subsidiaries, and affiliates (herein referred to collectively as the “Company”) is engaged in the business of professional technical and management support services (the “Company Business”);

WHEREAS, you are a key employee of the Company and an “Eligible Employee” as such term is defined in the Company’s Senior Leadership Severance Plan (the “SLSP” or the “Plan”);

WHEREAS, pursuant to Section 6 of the SLSP, in order to receive benefits under the Plan, an Eligible Employee must execute a Separation and Release Agreement in the form provided by the Company in its sole discretion, which shall contain provisions including but not limited to a general waiver and release of claims and various post-employment covenants as stated in Sections 6(a), 6(b) and 6(c) of the SLSP; and

WHEREAS, the covenants provided herein are material, significant and essential to the Company’s provision of benefits to you under the Plan, and good and valuable consideration under the Plan has been and will be transferred from the Company to you in exchange for such covenants.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and provisions of this Agreement, the SLSP, and the agreements and instruments related thereto, the receipt and sufficiency of such consideration being hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. **STATUS OF EMPLOYMENT**

Your employment with the Company will end on October 2, 2020 (the “Separation Date”). The Company will pay you all accrued salary and all accrued and unused paid time off earned through the Separation Date, subject to standard payroll deductions and withholdings. From the Separation Date to and including the Consulting End Date (as defined below), you have agreed to make yourself available as needed as a “consultant” to the Company to assist in the orderly transition of your duties and responsibilities, as directed by Lara Poloni (the “Consulting Period”). During the Consulting Period, you shall be paid a monthly consulting fee equal to your gross monthly base salary in effect prior to the Separation Date (the “Monthly Consulting Fee”), which fees shall be payable to you no later than fifteen (15) days following the end of each month during the Consulting Period. For any partial months during the Consulting Period, you shall be paid a *pro rata* amount of the Monthly Consulting Fee, calculated by multiplying the Monthly Consulting Fee by a fraction, the numerator of which is the number of days that you were engaged to provide consulting services in the month and the denominator of which is the total number of calendar days in the month. For purposes of this Agreement, the “Consulting End Date” shall be the date on which either you or the Company notify the other of your or its decision to terminate the consulting relationship. For the avoidance of doubt, during the Consulting Period, you shall continue to comply fully with all laws and regulations applicable to the business of the Company, however you will not have access to the Company’s electronic mail, office(s), computer systems or records, and you agree not to communicate, for business purposes, with any employee, customer or client or other business relation of the Company other than at the direction of Ms. Poloni.

If you are currently participating in the Company’s group health insurance plan, you will continue to receive employer-subsidized health insurance at your current election through October 31, 2020. Thereafter, you may elect to receive continuation coverage in the Company’s health insurance plan pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”) at your own expense.

COBRA continuation coverage shall in all respects be subject to the requirements and limitations of COBRA and of the Company’s health insurance plans, which may be amended from time to time.

2. **SEPARATION BENEFITS**

- a. **Severance Payment.** In consideration for the promises in this Agreement, including but not limited to your consent to and non-revocation of the release set forth in paragraph 4 below, you will receive a severance payment in the amount of \$1,331,709.10, less all applicable income tax withholdings and other lawful deductions (the "Severance Payment"). The Severance Payment represents the sum of amounts described in Sections 5(a)(i), 5(a)(ii) and 5(a)(iii) of the SLSP. The Severance Payment will be subject to standard payroll deductions and withholdings and will be direct deposited in a lump sum as soon as reasonably practicable following the Effective Date of this Agreement (as such term is defined in paragraph 9 below) and no later than sixty (60) days following the Separation Date subject to the effectiveness of the Agreement and paragraph 18 below. By signing this Agreement, you authorize AECOM to direct deposit any payments under this Agreement into your bank, savings and loan or credit union account that was previously authorized by you for payroll purposes. If you have not provided an authorized account for direct deposit, a check for any such amounts will be mailed to your home address on file.
- b. **Additional Service Credit for Equity Award Vesting.** In consideration for the promises in this Agreement, including but not limited to your consent to and non-revocation of the release set forth in paragraph 4 below, your outstanding equity awards listed in the annexed Schedule A shall be considered vested as set forth therein reflecting the crediting of additional service in accordance with Sections 5(b)(i), 5(b)(ii) and 5(b)(iii) of the SLSP (the "Additional Service Credit").
- c. You agree that you would not be entitled to the separation benefits outlined above (collectively, the "Separation Benefits"), including the Severance Payment and the Additional Service Credit, in the absence of your execution and non-revocation of this Agreement, and, therefore, the Separation Benefits provided for under this Agreement are greater than what you would be legally entitled to receive in the absence of this Agreement.
- d. You understand and agree that the Separation Benefits outlined above shall not be duplicative of any other payments and benefits provided by the Company in connection with your separation from employment with the Company, including but not limited to any pay in lieu of notice, severance benefits or other payments or benefits that may be required by any federal, state or local law, including the laws of any jurisdiction outside of the United States, relating to severance, plant closures, terminations, reductions-in-force, or plant relocations. If the Company provides you with any such other payments or benefits, then the Severance Payment described above shall be reduced by the amount of any such payment(s); provided, however, that coordination with benefits (if any) under the CIC Plan (as such term is defined in the SLSP), shall be in accordance with Section 5(c) of the SLSP. Notwithstanding the foregoing, in no event shall the gross amount you receive in Severance Payment be less than \$500.00.

3. **ACKNOWLEDGEMENTS**

- a. You acknowledge that with the payment of your final pay check, which includes any accrued but unused paid time off ("PTO"), and the Company's reimbursement to you of certain Relocation/Mobilization costs, as listed in the annexed Schedule B, no other compensation, wages, bonuses, commissions, overtime, expenses, PTO, and/or benefits are due to you except for the benefits and payments described in paragraph 2.
- b. You represent that you have reported to the Company any and all work-related injuries or illnesses incurred by you during employment with the Company.
- c. You understand and acknowledge that per the terms of AECOM's Severance Policy, in the event you are rehired as a full-time or part-time regular employee of AECOM, or you are hired into a comparable position by a vendor, contractor, customer, or successor, during the number of weeks of severance for which you received under this Agreement (the "Severance Pay Period"), the Company reserves the right to seek

repayment related to time beyond the date of rehire; provided, however, that in no event shall the severance pay be reduced to less than \$500. For the purposes of this paragraph, the Severance Pay Period is based on your prior regular earnings and is defined as the equivalent time frame over which payment would have been made if you had not received severance in a lump sum payment.

- d. You acknowledge and represent that during your employment and through the date you sign this Agreement, you have made full and truthful disclosures to the Corporate SVP, Human Resources and/or the Corporate EVP, Chief Legal Officer the Company about any misconduct of which you may have been aware by or on behalf of the Company or any of its employees, officers, directors, consultants, agents or other third-parties.
- e. You acknowledge that, if you are an officer of, or serve in any elected or appointed position for the Company or any of its subsidiaries or affiliates, then your signature on this Agreement constitutes your resignation, effective as of the Separation Date, from any and all such offices or positions. You agree that you will execute such further documents as the Company may request to more specifically reflect your resignation from each and every entity of which you are or were a director or officer.

4. **WAIVER AND RELEASE**

In exchange for the Separation Benefits outlined above, including the Severance Payment and the Additional Service Credit, you, on behalf of yourself, your heirs, beneficiaries, executors, administrators, representatives, assigns, and agents hereby fully release, acquit, and forever discharge the Company, its past, present, and future predecessors, successors, parent companies, subsidiary companies, affiliated entities, related entities, operating entities, and its and their past, present, and future officers, directors, shareholders, members, investors, partners, employees, agents, attorneys, insurers, reinsurers, and all of its and their past, present, and future compensation and employee benefits plans (including trustees, fiduciaries, administrators, and insurers of those plans) (collectively, the “Released Parties”) from any and all causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, attorney’s fees, costs, expenses, and compensation whatsoever, of whatever kind or nature, in law, or equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that you may now have, have ever had, or hereafter may have relating directly or indirectly to your employment with the Company, the separation of your employment with the Company, the benefits or attributes of your employment with the Company, and/or any other act, omission, event, occurrence, or non-occurrence involving the Company or any of the Released Parties. Without limiting the foregoing and to the fullest extent allowed by law, you agree that this release includes, but is not limited to any and all claims arising from any violations or alleged violations of federal, state or local human rights, fair employment practices and/or other laws by any of the Released Parties for any reason under any legal theory including, but not limited to, the Age Discrimination in Employment Act; the Americans With Disabilities Act of 1990 (“ADA”); COBRA; the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”); the Employee Retirement Income Security Act of 1974 (“ERISA”); the Equal Pay Act (“EPA”); the Fair Labor Standards Act (“FLSA”); the Fair Credit Reporting Act (“FCRA”); the Family and Medical Leave Act (“FMLA”); the Genetic Information Nondiscrimination Act (“GINA”); the Immigration Reform and Control Act (“IRCA”); the Lilly Ledbetter Fair Pay Act; the National Labor Relations Act (“NLRA”); the Labor Management Relations Act (“LMRA”); the Occupational Safety and Health Act (“OSHA”); the Older Workers Benefit Protection Act; the Rehabilitation Act of 1973; the Sarbanes-Oxley Act of 2002 (“SOX”); the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”); Sections 1981 through 1988 of Title 42 of the United States Code; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Worker Adjustment and Retraining Notification Act (“WARN”), and/or all other federal, state, or local laws (including, without limitation, the California Fair Employment and Housing Act and the California Labor Code) statutes, ordinances, constitutions, rules, orders or regulations, all as they may be amended. You also forever waive, release, discharge and give up all claims, real or perceived and now known or unknown, for breach of implied or express contract, breach of promise, breach of the covenant of good faith and fair dealing, wrongful or retaliatory discharge, discrimination, harassment, promissory estoppel,

assault, battery, false imprisonment, defamation, libel, slander, intentional and negligent infliction of emotional distress, duress, fraudulent and negligent misrepresentation, defamation, violation of public policy, negligence, and all other claims or torts arising under any federal, state or local law, regulation, constitution, ordinance or judicial decision; and any claim concerning wages, benefits, severance payments, bonus payments, payments pursuant to any agreement with the Company, stock, stock options, or stock option agreement, including but not limited to your Employment Offer Letter, dated as of April 23, 2015 (“Employment Offer Letter”). You also agree to waive any right you have to pursue any claim or grievance through any internal channel of the Company and/or its affiliates. You understand and agree that your waivers include both claims that you know about and those you may not know about which have arisen on or before the date on which you sign this Agreement.

5. **STATE LAW WAIVER**

If you have worked or are working in California, you agree to expressly waive all rights under Section 1542 of the Civil Code of the State of California, up to and including the date you sign this Agreement. Section 1542 provides as follows:

**A general release does not extend to claims which a creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

You further agree and represent that you have had an opportunity to consult with an attorney over the meaning and significance of this Civil Code § 1542 waiver and that you knowingly and voluntarily waive your rights under this statute.

6. **EXCLUSIONS FROM WAIVERS AND RELEASE OF CLAIMS**

Notwithstanding anything else stated in this Agreement, you understand and agree that:

- a. Nothing in this Agreement is intended to limit or restrict any rights that you may have to enforce this Agreement or to interfere with or affect a waiver of any other right that cannot, by express and unequivocal terms of law, be limited, waived, or extinguished. This Agreement also does not apply to any claims that the controlling law clearly states may not be released by private agreement.
- b. This Agreement does not affect your non-forfeitable rights to your accrued benefits (within the meaning of Sections 203 and 204 of ERISA) under the Company’s ERISA-covered employee benefits plans.
- c. This Agreement shall not apply to rights or claims that may arise after the date you execute this Agreement.
- d. This Agreement does not preclude filing a charge with or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, the U.S. Department of Labor, the National Labor Relations Board or any other federal, state, or local labor board or agency charged with enforcing employment laws (including, the California Fair Employment and Housing Commission). However, by signing this Agreement, you understand and agree that you are waiving any right to recover money or other individual relief based on claims asserted in such a charge in any proceeding brought by you or on your behalf.
- e. This Agreement does not preclude your ability to report fraud, waste or abuse to federal officials regarding the Company’s management of public contracts, or your obligation to cooperate with any government authorities.

- f. This Agreement does not limit any statutory rights you may have to bring an action to challenge the terms of this Agreement or contest the validity of the release contained in this Agreement under the Age Discrimination in Employment Act (“ADEA”) or the Older Workers Benefits Protection Act (“OWBPA”).
- g. This Agreement does not limit or waive your right to file an application for an award for original information submitted pursuant to Section 21F of the Securities Exchange Act of 1934.
- h. This Agreement does not limit or waive your rights as a stockholder of the Company, or any rights you may have to indemnification under the Company’s governing documents and coverage under its director and officer insurance policies.

7. **NON-ADMISSION OF LIABILITY**

You agree that this Agreement shall not in any way be construed as an admission that any of the Released Parties, as defined in paragraph 4 above, owe you any money or have acted wrongfully, unlawfully, or unfairly in any way towards you. In fact, you understand that the Released Parties specifically deny that they have violated any federal, state, or local law or ordinance or any right or obligation that they owe or might have owed to you at any time and maintain that they have at all times treated you in a fair, lawful, non-discriminatory and non-retaliatory manner.

8. **PROMISE NOT TO SUE**

You have not, at any time up to and including the date on which you sign this Agreement, commenced, and will not in the future commence, to the fullest extent permitted by law, any action or proceeding, or file any action, of any nature arising out of the matters released by this Agreement, and you waive to the fullest extent permitted by law, any right to any monetary or equitable relief in any proceeding that may relate to the matters released by this Agreement. However, nothing in this paragraph will preclude either party from bringing a claim to enforce this Agreement or challenge the validity of this Agreement.

9. **REVIEW AND REVOCATION PERIODS**

- a. You acknowledge that you were advised that you can take up to twenty-one (21) days from the date this Agreement was given to you to review this Agreement and decide whether to enter into this Agreement (the “Review Period”). You understand and agree that any changes to this Agreement, whether material or immaterial, do not restart the running of this twenty-one (21) day Review Period. To the extent that you have elected to enter into this Agreement prior to such time, you have done so voluntarily, and have knowingly waived such twenty-one (21) day Review Period.
- b. You understand that you may revoke this Agreement within a period of seven (7) calendar days after its execution, except that if the last day of this period falls on a Saturday, Sunday or holiday observed by the Company you have until the conclusion of the next immediate business day (“Revocation Period”), by delivery of a written notice of revocation (“Revocation Notice”) before the end of the last day comprising the Revocation Period to pam.hoebener@aecom.com, ATTN: Corporate SVP, Human Resources. This Agreement shall become automatically irrevocable, and fully enforceable, upon the expiration of the Revocation Period (the “Effective Date”) if you do not timely revoke it in the aforesaid manner.
- c. In the event that you do not execute this Agreement during the Review Period, or if you execute and then revoke the Agreement within the Revocation Period, or if for any other reason the Agreement or any portion of the Agreement is held to be unenforceable, all checks, instruments, funds, or other such payments received by you pursuant to the terms of this Agreement shall immediately be returned or reimbursed to the Company and you shall have no right to the benefits and consideration described in paragraph 2 of the Agreement. In the event the Company is required to institute litigation to enforce the



terms of this paragraph, the Company shall be entitled to recover reasonable costs and attorneys' fees incurred in such enforcement.

10. **NON-SOLICITATION**

- a. You agree that, for a period of one (1) year after the Separation Date, you shall not, directly or indirectly, solicit any work competitive to the Company Business from any customer or client about which you had Confidential Information, as defined in paragraph 11(a) below, as a result of your employment with the Company and (a) for which the Company is rendering services as of the Separation Date; (b) for which the Company has rendered services at any time during the six (6) months preceding the Separation Date; or (c) to which the Company has made a proposal to perform or render services to or for within one (1) year prior to the Separation Date.
- b. You further agree that, for a period of one (1) year after the Separation Date, you shall not, directly or indirectly,
  - (i) solicit, attempt to solicit, induce or otherwise cause any existing or future customer or client or other business relation of the Company about which you had Confidential Information, as defined in paragraph 11(a) below, as a result of your employment with the Company, to terminate, fail to extend or renew, reduce the funding of, or fail to provide additional funding for, any contract, proposal or work with the Company or otherwise divert business away from the Company; or
  - (ii) solicit, attempt to solicit, induce or otherwise cause any existing or prospective employee of the Company, to terminate or abort his or her employment with the Company, or hire or attempt to hire any existing or prospective employee of the Company whether for yourself or for any firm, organization, business, partnership, corporation, or association with which you shall have an association.
- c. You agree that the terms and conditions set forth in this paragraph are fair and reasonable and are reasonably required for the protection of the interests of the Company.

11. **CONTINUED OBLIGATION NOT TO USE OR DISCLOSE CONFIDENTIAL INFORMATION;  
CONFIDENTIALITY OF THIS AGREEMENT**

- a. You acknowledge that during your employment with the Company you acquired certain confidential, proprietary or otherwise non-public information concerning the Company, which may include, without limitation, intellectual property, trade secrets, financial data, strategic business or marketing plans, and other sensitive information concerning the Company and its past or present employees, directors, executives, officers, agents, or customers ("Confidential Information"). You agree that you have not, and will not, disclose any Confidential Information to any person or entity, except as required by law.
- b. Without limiting the generality of the foregoing, you further promise and agree:
  - i. to protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure;
  - ii. not to use any of the Confidential Information except as specifically authorized in writing by the Company;
  - iii. not to, directly or indirectly, reveal, report, publish, disclose, transfer, or otherwise use any of the Confidential Information except as specifically authorized in writing by the Company; and
  - iv. not to use any Confidential Information to unfairly compete or obtain an unfair advantage against the Company in any commercial activity, which may be comparable to the Company's actual or anticipated business, research or development.

- c. You will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Accordingly, you have a right to disclose in confidence trade secrets to the Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. You also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).
- d. You have not and will not discuss or otherwise reveal to anyone the existence or terms of this Agreement, or discussions with any authorized Company representative about it, except when necessary to enforce this Agreement or required by law, or after obtaining their agreement to keep all such information confidential, to your attorneys, financial advisors, or accountants or immediate family members.

12. **UNEMPLOYMENT BENEFITS**

The Company will not contest your filing for unemployment benefits, provided, however, that the Company reserves the right to correct any misstatements made in connection with any such filings and to respond truthfully to any requests from government authorities.

13. **COOPERATION WITH LEGAL PROCEEDINGS**

Upon reasonable notice, you will provide information and proper assistance to the Company and/or its counsel (including truthful testimony and document production) in any litigation or potential litigation in which you are, or may be, a witness, or as to which you possess, or may possess, relevant information. The Company will pay your reasonable out-of-pocket expenses incurred in complying with this paragraph, provided that such expenses are pre-approved by the Company.

14. **NON-DISPARAGEMENT**

Since receiving a copy of this Agreement, you have not, and will not, make any statements or take any actions materially detrimental to the interests of the Company, including, without limitation, negatively commenting on, disparaging, or calling into question the business operations or conduct of the Company or its past or present clients, shareholders, directors, executives, officers, employees or agents.

15. **RETURN OF COMPANY PROPERTY**

You acknowledge and agree that all documents, records, and files (electronic, paper or otherwise), materials, software, equipment, and other physical property, including but not limited to laptop computers, iPads, mobile phones, electronic devices, peripherals, security access badges, ID cards, building and office access cards, entry badges, keys, access codes, passwords and log-in credentials, software, hardware, and databases, and all copies of the foregoing, including but not limited to all such items containing Confidential Information of the Company, that you have received, acquired, or which have come into your possession, custody or control or been produced by or to you in connection with your employment (collectively, “Company Property”), have been and remain the sole property of the Company. You agree that by no later than ten (10) days following the Separation Date, you will conduct a thorough and diligent search for, and shall return to the Company, all tangible Company Property, with the exception of documents relating to your compensation and benefits to which you are entitled to retain, and that you will not retain any copies or duplicates of any such Company Property. You further agree that by no later than ten (10) days following the Separation Date, you will conduct a thorough and diligent search for, and permanently and irrevocably delete, any intangible and/or digital

Company Property that exists or is stored: (a) in any email account; (b) in any “cloud” account; or (c) on any computer, laptop, tablet, mobile device, cellular phone, smartphone, PDA or other electronic storage device, the foregoing of any of which are accessible, possessed, controlled or owned by you (and not by the Company).

16. **REMEDIES FOR BREACH OF CERTAIN COVENANTS**

You agree and acknowledge that the Company will be irreparably harmed by any breach, or threatened breach, by you of the Non-Solicitation, Non-Disparagement, Return of Company Property or Confidentiality sections of this Agreement and that monetary damages would be grossly inadequate. Accordingly, you agree that in the event of a breach, or threatened breach, by you of the Non-Solicitation, Non-Disparagement, or Confidentiality sections of this Agreement, the Company shall be entitled to immediate injunctive or other preliminary or equitable relief, as appropriate, without being required to post a bond, in addition to all other remedies available at law and equity.

You agree that in the event you violate the Non-Solicitation, Non-Disparagement, Return of Company Property or Confidentiality sections of this Agreement, the Company will have no further obligation to pay or provide any unpaid Separation Benefits provided by this Agreement, and that you will immediately return to the Company all of the Separation Benefits previously paid or provided under the terms of this Agreement, except for \$100 of the Severance Pay as consideration for the release in paragraph 4 of this Agreement. Provided, however, that nothing in this paragraph shall limit the Company’s right to pursue any additional remedies available at law or in equity, including but not limited to injunctive relief, for your violation of those provisions. Despite any breach by you, your other obligations under this Agreement, including your waivers and releases, will remain in full force and effect.

Failure by either party to enforce any term of condition of this Agreement at any time shall not preclude that party from enforcing that provision, or any other provision, at a later time.

In the event Company is required to institute litigation to enforce the Non-Solicitation, Non-Disparagement, Return of Company Property or Confidentiality sections of this Agreement, the Company shall be entitled to recover reasonable costs and attorneys’ fees incurred in such enforcement.

17. **VOLUNTARY ACCEPTANCE OF AGREEMENT; GOVERNING LAW; DISPUTE RESOLUTION**

a. You have reviewed the terms of this Agreement and acknowledge that you have entered into this Agreement freely and voluntarily. The terms described in this Agreement constitute the entire agreement between you and the Company and may not be altered, modified or amended other than in writing signed by you and the Company. No promise, inducement or agreement not expressed herein has been made to you in connection with this Agreement, and this Agreement supersedes all prior written or oral agreements, arrangements, communications, commitments or obligations between yourself and the Company, except any confidentiality, non-disclosure, non-solicitation, trade secret, assignment of inventions, and other intellectual property provisions to which your employment was subject to, which will remain in effect subsequent to the execution of this Agreement.

b. It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of each jurisdiction in which enforcement is sought. If any provision of this Agreement is adjudicated to be invalid or unenforceable, such provision, without any action on the part of the parties hereto, shall be deemed amended to delete or to modify (including, without limitation, a reduction in duration, geographical area or prohibited business activities) the portion adjudicated to be invalid or unenforceable, such deletion or modification to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made, and such deletion or modification to be made only to the extent necessary to cause the provision as amended to be valid and enforceable, leaving the remainder of this Agreement in full force and effect.

- c. This Agreement is intended to be governed by and will be construed in accordance with ERISA and, to the extent not preempted by ERISA, the laws of the State of Delaware, without regard to any conflict of laws provision. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall become null and void and severed from this Agreement, leaving the remainder of this Agreement in full force and effect.
- d. To the fullest extent permitted by law, any and all disputes, claims, and causes of action, in law or equity, arising from or relating to this Agreement (other than with respect to the Company's enforcement of the Non-Solicitation, Non-Disparagement, Return of Company Property or Confidentiality covenants as described in paragraph 16 above), or any dispute arising out of or relating to this Agreement, will be settled by binding arbitration in accordance with Section 9(h) of the SLSP.
- e. You also acknowledge that you fully understand your right to discuss this Agreement with an attorney before accepting this Agreement, that the Company has advised you of this right, that the time afforded to you to review this Agreement provides you sufficient time to consult with an attorney should you wish to do so, that you have carefully read and fully understand this entire Agreement, and that you are voluntarily entering into this Agreement of your own free will, act and deed. You also agree that no promises, statements or inducements have been made to you which caused you to sign this Agreement, except as expressly set forth in writing herein.
- f. No waiver of any provision of this Agreement shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure by either party to enforce any term or condition of this Agreement at any time shall not preclude that party from enforcing that provision, or any other provision, at a later time. Nothing in this Agreement, express or implied, is intended to confer upon any third person (other than the Company, its affiliates and their respective successors, which parties are hereby expressly made third-party beneficiaries of this Agreement) any rights or remedies under or by reason of this Agreement.
- g. Any notices provided for herein shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided in writing to the Company. Notices to the Company shall be delivered to AECOM, ATTN: Corporate SVP, Human Resources, pam.hoebener@aecom.com.

**18. SECTION 409A OF THE CODE**

Any Severance Payment, provision of benefits, equity settlement, or other amounts payable under this Agreement and the SLSP remain subject to the terms and conditions set forth in Sections 5 and 8 of the SLSP related to compliance with Section 409A of the Internal Revenue Code. The parties hereto acknowledge and agree that the Severance Payments and any other amounts under this Agreement shall be subject to the provisions of Section 8(c) of the SLSP if and to the extent applicable.

Please execute and return the signed agreement by electronic means (i.e., through electronic mail) to pam.hoebener@aecom.com within the Review Period, but no earlier than October 3, 2020. This Agreement may be executed in counterparts, which together shall be effective as if they were a single document. If this Agreement is transmitted by electronic means, it will be treated as an original copy and have the same force and effect as if it was delivered by mail with the original wet signature.

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I have read and understand the terms and conditions set forth in the Agreement above, including but not limited to the waiver and release of claims contained herein. By signing below, I hereby voluntarily accept and agree to those terms and conditions in exchange for the Separation Benefits offered to me.

/s/ Steven Morriss

**Steven Morriss**

Date (Must be signed on or after October 3, 2020): November 18,2020

**Schedule A**

**Vested Equity Awards**

<b><u>Award Date</u></b>	<b><u>Type of Award</u></b>	<b><u>Number of Units, Options or Restricted Shares</u></b>	<b><u>Vested Percentage Immediately Prior to Termination</u></b>	<b><u>Total Vested Percentage Based on Additional Service Crediting Under Plan</u></b>
12/15/2017	RSU18SCT	10,832	0%	100%
12/15/2017	PEP18SCT	16,247	0%	100%

All other unvested awards shall be forfeited in accordance with the terms of the applicable plan.

## Schedule B

### Relocation/Mobilization costs

Should you elect to depart the United States for the United Kingdom following your Separation Date and on or prior to October 1, 2022, the Company will reimburse you for the following Relocation/Mobilization costs (the "R/M Allowances"):

- (i) the cost of shipment and insurance of your household goods via air and sea freight (up to a 40' container), in the amount of Seventeen Thousand Six Hundred Fifty Dollars and Zero Cents (\$17,650.00);
- (ii) the cost of temporary housing upon arrival in the United Kingdom for up to sixty (60) days, in the amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00);
- (iii) the cost of direct business-class airfare for you and your immediate family from Los Angeles International Airport to London Heathrow Airport; and
- (iv) the cost of excess luggage fees (up to 2 bags per person).

The foregoing amounts specified in subparagraphs (i) and (ii) above shall be paid by the Company reasonably promptly following the Effective Date of this Agreement (as such term is defined in Paragraph 9 above), provided that for the avoidance of doubt, such R/M Allowances may be subject to offset consistent with applicable law to repay any amounts that the Company in good faith and exercising reasonable business judgment, after consultation with you, determines to be due by you to the Company or any taxing authority, and you hereby expressly consent to any such offset. The foregoing amounts specified in subparagraphs (iii) and (iv) above shall be reimbursed reasonably promptly by the Company, but not later than December 31 of the year following the year in which the expense was incurred. The amount of any such payments eligible for reimbursement in one year shall not affect the payments or expenses that are eligible for payment or reimbursement in any other taxable year, and your right to such payments or reimbursement shall not be subject to liquidation or exchange for any other benefit.

**SEPARATION AND RELEASE AGREEMENT**

AECOM and Randall A. Wotring (“you” or “your”) hereby enter into this SEPARATION AND RELEASE AGREEMENT (“Agreement”), dated October 2, 2020.

WHEREAS, AECOM, its subsidiaries, and affiliates (herein referred to collectively as the “Company”) is engaged in the business of professional technical and management support services (the “Company Business”);

WHEREAS, you are a key employee of the Company and an “Eligible Employee” as such term is defined in the Company’s Senior Leadership Severance Plan (the “SLSP” or the “Plan”);

WHEREAS, pursuant to Section 6 of the SLSP, in order to receive benefits under the Plan, an Eligible Employee must execute a Separation and Release Agreement in the form provided by the Company in its sole discretion, and shall contain provisions including but not limited to a general waiver and release of claims and various post-employment covenants as stated in Sections 6(a), 6(b) and 6(c) of the SLSP; and

WHEREAS, the covenants provided herein are material, significant and essential to the Company’s provision of benefits to you under the Plan, and good and valuable consideration under the Plan has been and will be transferred from the Company to you in exchange for such covenants.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and provisions of this Agreement, the SLSP, and the agreements and instruments related thereto, the receipt and sufficiency of such consideration being hereby acknowledged by the parties hereto, the parties hereto agree as follows:

**1. STATUS OF EMPLOYMENT**

Your last day of active, full-time employment will be December 31, 2020 (the “Separation Date”) and you will continue to receive your base salary through that date. From the date you receive this Agreement through December 31, 2020 (such period hereinafter referred to as the “Transition Period”), you will continue to remain employed by the Company as an “at-will” employee. During the Transition Period, you shall: (i) continue to report to the Company’s office, or work remotely as applicable, on your regular schedule; (ii) use your best efforts to carry out your duties and responsibilities in a professional and competent manner, along with such other duties as may be reasonably assigned to you by the Company’s Chief Executive Officer; (iii) continue to comply fully with and be bound by all policies and procedures in effect for Company employees, and all laws and regulations applicable to the business of the Company; and (iv) cooperate fully and in good faith with the Company to assist in the orderly transition of your duties and responsibilities, as determined by the Company in its discretion. For the avoidance of doubt, the Company may elect to place you on paid leave for any part of the Transition Period, in its discretion, during which time you will remain on payroll and agree to continue to make yourself reasonably available to the Company, by phone, to assist in the transition of your duties and responsibilities as the Company may deem necessary and appropriate, although you shall not report to the Company’s offices during any such paid leave. Notwithstanding the foregoing, and for the further avoidance of doubt, if you fail to sign this Agreement before the expiration of the Review Period set forth in paragraph 9 below, or should you revoke your consent during the Revocation Period set forth in paragraph 9 below, the Company may terminate your employment at any time, without any additional notice, such last date of employment being your Separation Date.

If you are currently participating in the Company’s group health insurance plan, you will continue to receive employer-subsidized health insurance at your current election through the Separation Date. Thereafter, you may elect to receive continuation coverage in the Company’s health insurance plan pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”) at your own



expense. COBRA continuation coverage shall in all respects be subject to the requirements and limitations of COBRA and of the Company's health insurance plans, which may be amended from time to time.

2. **SEPARATION BENEFITS**

- a. **Severance Payment.** In consideration for the promises in this Agreement, including but not limited to your consent to and non-revocation of the release set forth in paragraph 4 below and your consent to and non-revocation of the supplemental release and waiver in the form annexed hereto as Exhibit A (the "Supplemental Release"), you will receive a severance payment in the amount of \$1,976,928 less all applicable income tax withholdings and other lawful deductions (the "Severance Payment"). The Severance Payment represents the sum of amounts described in Sections 5(a)(i), 5(a)(ii) and 5(a)(iii) of the SLSP and your target bonus for fiscal year 2020. The Severance Payment will be subject to standard payroll deductions and withholdings and will be direct deposited in a lump sum as soon as reasonably practicable following the Supplemental Release Effective Date (as such term is defined in Exhibit A) and no later than sixty (60) days following the Separation Date subject to the effectiveness of the Agreement and paragraph 18 below. By signing this Agreement, you authorize AECOM to direct deposit any payments under this Agreement into your bank, savings and loan or credit union account that was previously authorized by you for payroll purposes. If you have not provided an authorized account for direct deposit, a check for any such amounts will be mailed to your home address on file.
- b. **Additional Service Credit for Equity Award Vesting.** In consideration for the promises in this Agreement, including but not limited to your consent to and non-revocation of the release set forth in paragraph 4 below and your consent to and non-revocation of the Supplemental Release, your outstanding equity awards listed in the annexed Schedule A shall be considered vested as set forth therein reflecting the crediting of additional service in accordance with Sections 5(b)(i), 5(b)(ii) and 5(b)(iii) of the SLSP (the "Additional Service Credit").
- c. You agree that you would not be entitled to the separation benefits outlined above (collectively, the "Separation Benefits"), including the Severance Payment and the Additional Service Credit, in the absence of your execution and non-revocation of this Agreement and the Supplemental Release, and, therefore, the Separation Benefits provided for under this Agreement are greater than what you would be legally entitled to receive in the absence of this Agreement.
- d. You understand and agree that the Separation Benefits outlined above shall not be duplicative of any other payments and benefits provided by the Company in connection with your separation from employment with the Company, including but not limited to any pay in lieu of notice, severance benefits or other payments or benefits that may be required by any federal, state or local law, including the laws of any jurisdiction outside of the United States, relating to severance, plant closures, terminations, reductions-in-force, or plant relocations. If the Company provides you with any such other payments or benefits, then the Severance Payment described above shall be reduced by the amount of any such payment(s); provided, however, that coordination with benefits (if any) under the CIC Plan (as such term is defined in the SLSP), shall be in accordance with Section 5(c) of the SLSP. Notwithstanding the foregoing, in no event shall the gross amount you receive in Severance Payment be less than \$500.00.

3. **ACKNOWLEDGEMENTS**

- a. You acknowledge that with the payment of your final pay check, which includes any accrued but unused paid time off ("PTO"), no other compensation, wages, bonuses, commissions, overtime, expenses, PTO, and/or benefits are due to you except for the benefits and payments described in paragraph 2.

- b. You represent that you have reported to the Company any and all work-related injuries or illnesses incurred by you during employment with the Company.
- c. You understand and acknowledge that per the terms of AECOM's Severance Policy, in the event you are rehired as a full-time or part-time regular employee of AECOM, or you are hired into a comparable position by a vendor, contractor, customer, or successor, during the number of weeks of severance for which you received under this Agreement (the "Severance Pay Period"), the Company reserves the right to seek repayment related to time beyond the date of rehire; provided, however, that in no event shall the severance pay be reduced to less than \$500. For the purposes of this paragraph, the Severance Pay Period is based on your prior regular earnings and is defined as the equivalent time frame over which payment would have been made if you had not received severance in a lump sum payment.
- d. You acknowledge and represent that during your employment and through the date you sign this Agreement, you have made full and truthful disclosures to the Corporate SVP, Human Resources and/or the Corporate EVP, Chief Legal Officer the Company about any misconduct of which you may have been aware by or on behalf of the Company or any of its employees, officers, directors, consultants, agents or other third-parties.
- e. You acknowledge that, if you are an officer of, or serve in any elected or appointed position for the Company or any of its subsidiaries or affiliates, then your signature on this Agreement constitutes your resignation, effective as of the Separation Date, from any and all such offices or positions. You agree that you will execute such further documents as the Company may request to more specifically reflect your resignation from each and every entity of which you are or were a director or officer.

#### **4. WAIVER AND RELEASE**

In exchange for the Separation Benefits outlined above, including the Severance Payment and the Additional Service Credit, you, on behalf of yourself, your heirs, beneficiaries, executors, administrators, representatives, assigns, and agents hereby fully release, acquit, and forever discharge the Company, its past, present, and future predecessors, successors, parent companies, subsidiary companies, affiliated entities, related entities, operating entities, and its and their past, present, and future officers, directors, shareholders, members, investors, partners, employees, agents, attorneys, insurers, reinsurers, and all of its and their past, present, and future compensation and employee benefits plans (including trustees, fiduciaries, administrators, and insurers of those plans) (collectively, the "Released Parties") from any and all causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, attorney's fees, costs, expenses, and compensation whatsoever, of whatever kind or nature, in law, or equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that you may now have, have ever had, or hereafter may have relating directly or indirectly to your employment with the Company, the separation of your employment with the Company, the benefits or attributes of your employment with the Company, and/or any other act, omission, event, occurrence, or non-occurrence involving the Company or any of the Released Parties. Without limiting the foregoing and to the fullest extent allowed by law, you agree that this release includes, but is not limited to any and all claims arising from any violations or alleged violations of federal, state or local human rights, fair employment practices and/or other laws by any of the Released Parties for any reason under any legal theory including, but not limited to, the Age Discrimination in Employment Act; the Americans With Disabilities Act of 1990 ("ADA"); COBRA; the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"); the Employee Retirement Income Security Act of 1974 ("ERISA"); the Equal Pay Act ("EPA"); the Fair Labor Standards Act ("FLSA"); the Fair Credit Reporting Act ("FCRA"); the Family and Medical Leave Act ("FMLA"); the Genetic Information Nondiscrimination Act ("GINA"); the Immigration Reform and Control Act ("IRCA"); the Lilly Ledbetter Fair Pay Act; the National Labor Relations Act ("NLRA"); the Labor Management Relations Act ("LMRA"); the Occupational Safety and Health Act

("OSHA"); the Older Workers Benefit Protection Act; the Rehabilitation Act of 1973; the Sarbanes-Oxley Act of 2002 ("SOX"); the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"); Sections 1981 through 1988 of Title 42 of the United States Code; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Worker Adjustment and Retraining Notification Act ("WARN"), and/or all other federal, state, or local laws (including, without limitation, the Maryland Fair Employment Practices Act), statutes, ordinances, constitutions, rules, orders or regulations, all as they may be amended. You also forever waive, release, discharge and give up all claims, real or perceived and now known or unknown, for breach of implied or express contract, breach of promise, breach of the covenant of good faith and fair dealing, wrongful or retaliatory discharge, discrimination, harassment, promissory estoppel, assault, battery, false imprisonment, defamation, libel, slander, intentional and negligent infliction of emotional distress, duress, fraudulent and negligent misrepresentation, defamation, violation of public policy, negligence, and all other claims or torts arising under any federal, state or local law, regulation, constitution, ordinance or judicial decision; and any claim concerning wages, benefits, severance payments, bonus payments, payments pursuant to any agreement with the Company, stock, stock options, or stock option agreement, including but not limited to your expired Employment Agreement dated as of January 1, 2015 ("Employment Agreement"). You also agree to waive any right you have to pursue any claim or grievance through any internal channel of the Company and/or its affiliates. You understand and agree that your waivers include both claims that you know about and those you may not know about which have arisen on or before the date on which you sign this Agreement.

5. **STATE LAW WAIVER**

If you have worked or are working in California, you agree to expressly waive all rights under Section 1542 of the Civil Code of the State of California, up to and including the date you sign this Agreement. Section 1542 provides as follows:

**A general release does not extend to claims which a creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

You further agree and represent that you have had an opportunity to consult with an attorney over the meaning and significance of this Civil Code § 1542 waiver and that you knowingly and voluntarily waive your rights under this statute.

6. **EXCLUSIONS FROM WAIVERS AND RELEASE OF CLAIMS**

Notwithstanding anything else stated in this Agreement, you understand and agree that:

- a. Nothing in this Agreement is intended to limit or restrict any rights that you may have to enforce this Agreement or to interfere with or affect a waiver of any other right that cannot, by express and unequivocal terms of law, be limited, waived, or extinguished. This Agreement also does not apply to any claims that the controlling law clearly states may not be released by private agreement.
- b. This Agreement does not affect your non-forfeitable rights to your accrued benefits (within the meaning of Sections 203 and 204 of ERISA) under the Company's ERISA-covered employee benefits plans.
- c. This Agreement shall not apply to rights or claims that may arise after the date you execute this Agreement.
- d. This Agreement does not preclude filing a charge with or participating in an investigation or proceeding

conducted by the Equal Employment Opportunity Commission, the U.S. Department of Labor, the National Labor Relations Board or any other federal, state, or local labor board or agency charged with enforcing employment laws (including the Maryland Commission on Civil Rights). However, by signing this Agreement, you understand and agree that you are waiving any right to recover money or other individual relief based on claims asserted in such a charge in any proceeding brought by you or on your behalf.

- e. This Agreement does not preclude your ability to report fraud, waste or abuse to federal officials regarding the Company's management of public contracts, or your obligation to cooperate with any government authorities.
- f. This Agreement does not limit any statutory rights you may have to bring an action to challenge the terms of this Agreement or contest the validity of the release contained in this Agreement under the Age Discrimination in Employment Act ("ADEA") or the Older Workers Benefits Protection Act ("OWBPA").
- g. This Agreement does not limit or waive your right to file an application for an award for original information submitted pursuant to Section 21F of the Securities Exchange Act of 1934.
- h. This Agreement does not limit or waive your rights as a stockholder of the Company, or any rights you may have to indemnification under the Company's governing documents and coverage under its director and officer insurance policies.

**7. NON-ADMISSION OF LIABILITY**

You agree that this Agreement shall not in any way be construed as an admission that any of the Released Parties, as defined in paragraph 4 above, owe you any money or have acted wrongfully, unlawfully, or unfairly in any way towards you. In fact, you understand that the Released Parties specifically deny that they have violated any federal, state, or local law or ordinance or any right or obligation that they owe or might have owed to you at any time and maintain that they have at all times treated you in a fair, lawful, non-discriminatory and non-retaliatory manner.

**8. PROMISE NOT TO SUE**

You have not, at any time up to and including the date on which you sign this Agreement, commenced, and will not in the future commence, to the fullest extent permitted by law, any action or proceeding, or file any action, of any nature arising out of the matters released by this Agreement, and you waive to the fullest extent permitted by law, any right to any monetary or equitable relief in any proceeding that may relate to the matters released by this Agreement. However, nothing in this paragraph will preclude either party from bringing a claim to enforce this Agreement or challenge the validity of this Agreement.

**9. REVIEW AND REVOCATION PERIODS**

- a. You acknowledge that you were advised that you can take up to twenty-one (21) days from the date this Agreement was given to you to review this Agreement and decide whether to enter into this Agreement (the "Review Period"). You understand and agree that any changes to this Agreement, whether material or immaterial, do not restart the running of this twenty-one (21) day Review Period. To the extent that you have elected to enter into this Agreement prior to such time, you have done so voluntarily, and have knowingly waived such twenty-one (21) day Review Period.

- b. You understand that you may revoke this Agreement within a period of seven (7) calendar days after its execution, except that if the last day of this period falls on a Saturday, Sunday or holiday observed by the Company you have until the conclusion of the next immediate business day (“Revocation Period”), by delivery of a written notice of revocation (“Revocation Notice”) before the end of the last day comprising the Revocation Period to pam.hoebener@aecom.com, ATTN: Corporate SVP, Human Resources. This Agreement shall become automatically irrevocable, and fully enforceable, upon the expiration of the Revocation Period (the “Effective Date”) if you do not timely revoke it in the aforesaid manner.
- c. In the event that you do not execute this Agreement during the Review Period, or if you execute and then revoke the Agreement within the Revocation Period, or you do not execute (or you otherwise revoke) your Supplemental Release, or if for any other reason the Agreement or any portion of the Agreement is held to be unenforceable, all checks, instruments, funds, or other such payments received by you pursuant to the terms of this Agreement shall immediately be returned or reimbursed to the Company and you shall have no right to the benefits and consideration described in paragraph 2 of the Agreement. In the event the Company is required to institute litigation to enforce the terms of this paragraph, the Company shall be entitled to recover reasonable costs and attorneys’ fees incurred in such enforcement.

**10. RESTRICTIVE COVENANTS**

- a. You agree that, for a period of one (1) year after the Separation Date, you shall not, directly or indirectly,
  - (i) obtain any interest in, own, manage, operate, control, participate in, become connected with (whether as a stockholder (other than as a stockholder of less than five percent (5%) of the issued and outstanding stock of a publicly held corporation), joint venturer, officer, director, representative, partner, employee or consultant), or otherwise engage, invest or participate in any activity, project, contract or business that competes with the Company Business in any area or subject where you have worked on, supervised, assisted in or have special knowledge of such Company Business or similar activity for the Company;
  - (ii) solicit or accept any work competitive to the Company Business from: (a) any person or entity for whom the Company is rendering services as of the Separation Date; (b) any person or entity for whom the Company has rendered services at any time during the six (6) months preceding the Separation Date; or (c) any person or entity to whom the Company has made a proposal to perform or render services to or for within one (1) year prior to the Separation Date; or
  - (iii) become connected with, or otherwise engage or invest or participate in any bid, proposal, contract or project of a competitor of the Company Business that (i) has been awarded to such competitor after the Separation Date and (ii) competes with the Company Business.
- b. You further agree that, for a period of one (1) year after the Separation Date, you shall not, directly or indirectly,
  - (i) solicit, attempt to solicit, induce or otherwise cause any existing or future customer or client or other business relation of the Company, to terminate, fail to extend or renew, reduce the funding of, or fail to provide additional funding for, any contract, proposal or work with the Company or otherwise divert business away from the Company; or
  - (ii) solicit, attempt to solicit, induce or otherwise cause any existing or prospective employee of the Company, to terminate or abort his or her employment with the Company, or hire or attempt to hire any existing or prospective employee of the Company whether for yourself or for any firm, organization, business, partnership, corporation, or association with which you shall have an association.

- c. You agree that the terms and conditions set forth in this paragraph are fair and reasonable and are reasonably required for the protection of the interests of the Company.

**11. CONTINUED OBLIGATION NOT TO USE OR DISCLOSE CONFIDENTIAL INFORMATION; CONFIDENTIALITY OF THIS AGREEMENT**

- a. You acknowledge that during your employment with the Company you acquired certain confidential, proprietary or otherwise non-public information concerning the Company, which may include, without limitation, intellectual property, trade secrets, financial data, strategic business or marketing plans, and other sensitive information concerning the Company and its past or present employees, directors, executives, officers, agents, or customers (“Confidential Information”). You agree that you have not, and will not, disclose any Confidential Information to any person or entity, except as required by law.
- b. Without limiting the generality of the foregoing, you further promise and agree:
- i. to protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure;
  - ii. not to use any of the Confidential Information except as specifically authorized in writing by the Company;
  - iii. not to, directly or indirectly, reveal, report, publish, disclose, transfer, or otherwise use any of the Confidential Information except as specifically authorized in writing by the Company; and
  - iv. not to use any Confidential Information to unfairly compete or obtain an unfair advantage against the Company in any commercial activity, which may be comparable to the Company’s actual or anticipated business, research or development.
- c. You will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Accordingly, you have a right to disclose in confidence trade secrets to the Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. You also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).
- d. You have not and will not discuss or otherwise reveal to anyone the existence or terms of this Agreement, or discussions with any authorized Company representative about it, except when necessary to enforce this Agreement or required by law, or after obtaining their agreement to keep all such information confidential, to your attorneys, financial advisors, or accountants or immediate family members.

**12. UNEMPLOYMENT BENEFITS**

The Company will not contest your filing for unemployment benefits, provided, however, that the Company reserves the right to correct any misstatements made in connection with any such filings and to respond truthfully to any requests from government authorities.

**13. COOPERATION WITH LEGAL PROCEEDINGS**

Upon reasonable notice, you will provide information and proper assistance to the Company and/or its counsel (including truthful testimony and document production) in any litigation or potential litigation in which you are, or may be, a witness, or as to which you possess, or may possess, relevant information. The Company will pay your reasonable out-of-pocket expenses incurred in complying with this paragraph, provided that such expenses are pre-approved by the Company.

**14. NON-DISPARAGEMENT**

Since receiving a copy of this Agreement, you have not, and will not, make any statements or take any actions materially detrimental to the interests of the Company, including, without limitation, negatively commenting on, disparaging, or calling into question the business operations or conduct of the Company or its past or present clients, shareholders, directors, executives, officers, employees or agents.

**15. RETURN OF COMPANY PROPERTY**

You acknowledge and agree that all documents, records, and files (electronic, paper or otherwise), materials, software, equipment, and other physical property, including but not limited to laptop computers, iPads, mobile phones, electronic devices, peripherals, security access badges, ID cards, building and office access cards, entry badges, keys, access codes, passwords and log-in credentials, software, hardware, and databases, and all copies of the foregoing, including but not limited to all such items containing Confidential Information of the Company, that you have received, acquired, or which have come into your possession, custody or control or been produced by or to you in connection with your employment (collectively, "Company Property"), have been and remain the sole property of the Company. You agree that by no later than ten (10) days following the Separation Date, you will conduct a thorough and diligent search for, and shall return to the Company, all tangible Company Property, with the exception of documents relating to your compensation and benefits to which you are entitled to retain, and that you will not retain any copies or duplicates of any such Company Property. You further agree that by no later than ten (10) days following the Separation Date, you will conduct a thorough and diligent search for, and permanently and irrevocably delete, any intangible and/or digital Company Property that exists or is stored: (a) in any email account; (b) in any "cloud" account; or (c) on any computer, laptop, tablet, mobile device, cellular phone, smartphone, PDA or other electronic storage device, the foregoing of any of which are accessible, possessed, controlled or owned by you (and not by the Company).

**16. REMEDIES FOR BREACH OF CERTAIN COVENANTS**

You agree and acknowledge that the Company will be irreparably harmed by any breach, or threatened breach, by you of the Restrictive Covenants, Non-Disparagement, Return of Company Property or Confidentiality sections of this Agreement and that monetary damages would be grossly inadequate. Accordingly, you agree that in the event of a breach, or threatened breach, by you of the Restrictive Covenants, Non-Disparagement, or Confidentiality sections of this Agreement, the Company shall be entitled to immediate injunctive or other preliminary or equitable relief, as appropriate, without being required to post a bond, in addition to all other remedies available at law and equity.

You agree that in the event you violate the Restrictive Covenants, Non-Disparagement, Return of Company Property or Confidentiality sections of this Agreement, the Company will have no further obligation to pay or provide any unpaid Separation Benefits provided by this Agreement, and that you will immediately return to the Company all of the Separation Benefits previously paid or provided under the terms of this Agreement, except for \$100 of the Severance Pay as consideration for the release in paragraph 4 of this Agreement. Provided, however, that nothing in this paragraph shall limit the Company's right to pursue any additional

remedies available at law or in equity, including but not limited to injunctive relief, for your violation of those provisions. Despite any breach by you, your other obligations under this Agreement, including your waivers and releases, will remain in full force and effect.

Failure by either party to enforce any term of condition of this Agreement at any time shall not preclude that party from enforcing that provision, or any other provision, at a later time.

In the event Company is required to institute litigation to enforce the Restrictive Covenants, Non-Disparagement, Return of Company Property or Confidentiality sections of this Agreement, the Company shall be entitled to recover reasonable costs and attorneys' fees incurred in such enforcement.

**17. VOLUNTARY ACCEPTANCE OF AGREEMENT; GOVERNING LAW; DISPUTE RESOLUTION**

- a. You have reviewed the terms of this Agreement and acknowledge that you have entered into this Agreement freely and voluntarily. The terms described in this Agreement constitute the entire agreement between you and the Company and may not be altered, modified or amended other than in writing signed by you and the Company. No promise, inducement or agreement not expressed herein has been made to you in connection with this Agreement, and this Agreement supersedes all prior written or oral agreements, arrangements, communications, commitments or obligations between yourself and the Company, except any confidentiality, non-disclosure, non-competition, non-solicitation, trade secret, assignment of inventions, and other intellectual property provisions to which your employment was subject, including but not limited to Article IV (Restrictive Covenants) in your Employment Agreement, which will remain in effect subsequent to the execution of this Agreement.
- b. It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of each jurisdiction in which enforcement is sought. If any provision of this Agreement is adjudicated to be invalid or unenforceable, such provision, without any action on the part of the parties hereto, shall be deemed amended to delete or to modify (including, without limitation, a reduction in duration, geographical area or prohibited business activities) the portion adjudicated to be invalid or unenforceable, such deletion or modification to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made, and such deletion or modification to be made only to the extent necessary to cause the provision as amended to be valid and enforceable, leaving the remainder of this Agreement in full force and effect.
- c. This Agreement is intended to be governed by and will be construed in accordance with ERISA and, to the extent not preempted by ERISA, the laws of the State of Delaware, without regard to any conflict of laws provision. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall become null and void and severed from this Agreement, leaving the remainder of this Agreement in full force and effect.
- d. To the fullest extent permitted by law, any and all disputes, claims, and causes of action, in law or equity, arising from or relating to this Agreement (other than with respect to the Company's enforcement of the Restrictive Covenants, Non-Disparagement, Return of Company Property or Confidentiality covenants as described in paragraph 16 above), or any dispute arising out of or relating to this Agreement, will be settled by binding arbitration in accordance with Section 9(h) of the SLSP.
- e. You also acknowledge that you fully understand your right to discuss this Agreement with an attorney before accepting this Agreement, that the Company has advised you of this right, that the time afforded to you to review this Agreement provides you sufficient time to consult with an attorney should you wish to do so, that you have carefully read and fully understand this entire Agreement, and that you are voluntarily



entering into this Agreement of your own free will, act and deed. You also agree that no promises, statements or inducements have been made to you which caused you to sign this Agreement, except as expressly set forth in writing herein.

- f. No waiver of any provision of this Agreement shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure by either party to enforce any term or condition of this Agreement at any time shall not preclude that party from enforcing that provision, or any other provision, at a later time. Nothing in this Agreement, express or implied, is intended to confer upon any third person (other than the Company, its affiliates and their respective successors, which parties are hereby expressly made third-party beneficiaries of this Agreement) any rights or remedies under or by reason of this Agreement.
- g. Any notices provided for herein shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided in writing to the Company. Notices to the Company shall be delivered to AECOM, ATTN: Corporate SVP, Human Resources, pam.hoebener@aecom.com.

**18. SECTION 409A OF THE CODE**

Any Severance Payment, provision of benefits, equity settlement, or other amounts payable under this Agreement and the SLSP remain subject to the terms and conditions set forth in Sections 5 and 8 of the SLSP related to compliance with Section 409A of the Internal Revenue Code. The parties hereto acknowledge and agree that the Severance Payments and any other amounts under this Agreement shall be subject to the provisions of Section 8(c) of the SLSP if and to the extent applicable.

Please execute and return the signed agreement by electronic means (i.e., through electronic mail) to pam.hoebener@aecom.com within the Review Period. This Agreement may be executed in counterparts, which together shall be effective as if they were a single document. If this Agreement is transmitted by electronic means, it will be treated as an original copy and have the same force and effect as if it was delivered by mail with the original wet signature.

**I have read and understand the terms and conditions set forth in the Agreement above, including but not limited to the waiver and release of claims contained herein. By signing below, I hereby voluntarily accept and agree to those terms and conditions in exchange for the Separation Benefits offered to me.**



\_\_\_\_\_  
Randall A. Wotring

Date: 10-2-20

**Schedule A**  
Vested Equity Awards

<u>Award Date</u>	<u>Type of Award</u>	<u>Number of Units, Options or Restricted Shares</u>	<u>Vested Percentage Immediately Prior to Termination</u>	<u>Total Vested Percentage Based on Additional Service Crediting Under Plan</u>
12/15/2017	RSU	27,079	100.0%	100.0%
12/17/2018	RSU	40,000	0.0%	100.0%
12/16/2019	RSU	25,546	0.0%	0.0%
12/15/2017	PEP	40,618	100.0%	100.0%
12/17/2018	PEP	60,000	0.0%	100.0%
12/16/2019	PEP	38,319	0.0%	0.0%

**EXHIBIT A**

**SUPPLEMENTAL RELEASE**

**(to be signed after the Separation Date)**

In consideration of the obligations of AECOM (together with its parents, subsidiaries and affiliates, herein collectively referred to as the "Company") set forth in my Separation Agreement and Release ("Agreement"), including the Severance Payment and the Additional Service Credit, and for other good and valuable consideration, I, Randall A. Wotring, on behalf of myself, my heirs, beneficiaries, executors, administrators, representatives, assigns, and agents hereby fully release, acquit, and forever discharge the Company, its past, present, and future predecessors, successors, parent companies, subsidiary companies, affiliated entities, related entities, operating entities, and its and their past, present, and future officers, directors, shareholders, members, investors, partners, employees, agents, attorneys, insurers, reinsurers, and all of its and their past, present, and future compensation and employee benefits plans (including trustees, fiduciaries, administrators, and insurers of those plans) (collectively, the "Released Parties") from any and all causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, attorney's fees, costs, expenses, and compensation whatsoever, of whatever kind or nature, in law, or equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that I may now have, have ever had, or hereafter may have relating directly or indirectly to my employment with the Company, the separation of my employment with the Company, the benefits or attributes of my employment with the Company, and/or any other act, omission, event, occurrence, or non-occurrence involving the Company or any of the Released Parties, through the date of this Supplemental Release. Without limiting the foregoing and to the fullest extent allowed by law, I agree that this release includes, but is not limited to any and all claims arising from any violations or alleged violations of federal, state or local human rights, fair employment practices and/or other laws by any of the Released Parties for any reason under any legal theory including, but not limited to, the Age Discrimination in Employment Act ("ADEA"); the Americans With Disabilities Act of 1990 ("ADA"); the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"); the Employee Retirement Income Security Act of 1974 ("ERISA"); the Equal Pay Act ("EPA"); the Fair Labor Standards Act ("FLSA"); the Fair Credit Reporting Act ("FCRA"); the Family and Medical Leave Act ("FMLA"); the Genetic Information Nondiscrimination Act ("GINA"); the Immigration Reform and Control Act ("IRCA"); the Lilly Ledbetter Fair Pay Act; the National Labor Relations Act ("NLRA"); the Labor Management Relations Act ("LMRA"); the Occupational Safety and Health Act ("OSHA"); the Older Workers Benefit Protection Act ("OWBPA"); the Rehabilitation Act of 1973; the Sarbanes-Oxley Act of 2002 ("SOX"); the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"); Sections 1981 through 1988 of Title 42 of the United States Code; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Worker Adjustment and Retraining Notification Act ("WARN"), and/or all other federal, state, or local laws (including, without limitation, the Maryland Fair Employment Practices Act), statutes, ordinances, constitutions, rules, orders or regulations, all as they may be amended. I also forever waive, release, discharge and give up all claims, real or perceived and now known or unknown, for breach of implied or express contract, breach of promise, breach of the covenant of good faith and fair dealing, wrongful or retaliatory discharge, discrimination, harassment, promissory estoppel, assault, battery, false imprisonment, defamation, libel, slander, intentional and negligent infliction of emotional distress, duress, fraudulent and negligent misrepresentation, defamation, violation of public policy, negligence, and all other claims or torts arising under any federal, state or local law, regulation, constitution, ordinance or judicial decision; and any claim concerning wages, benefits, severance payments, bonus payments, payments pursuant to any agreement with the Company, stock, stock options, or stock option agreement, including but not limited to my Employment Agreement. I also agree to waive any right I have to pursue any claim or grievance through any internal channel of the Company and/or its affiliates. I understand and agree that my waivers include both claims that I know about and those I may not know about which have arisen on or before the date on which I sign this Supplemental Release.

I agree to expressly waive all rights under Section 1542 of the Civil Code of the State of California, up to and including the date I sign this Supplemental Release. Section 1542 provides as follows:

**A general release does not extend to claims which a creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

I further agree and represent that I have had an opportunity to consult with an attorney over the meaning and significance of this Civil Code § 1542 waiver and that I knowingly and voluntarily waive my rights under this statute.

I hereby represent and warrant that I have not, at any time up to and including the date on which I sign this Supplemental Release, commenced, and will not in the future commence, to the fullest extent permitted by law, any action or proceeding, or file any action, of any nature arising out of the matters released by the Agreement or this Supplemental Release, and I waive to the fullest extent permitted by law, any right to any monetary or equitable relief in any proceeding that may relate to the matters released by the Agreement or this Supplemental Release. However, nothing in this paragraph will preclude either party from bringing a claim to enforce the Agreement or the Supplemental Release or challenge the validity of the Agreement or the Supplemental Release. Notwithstanding the foregoing, this Supplemental Release does not preclude me from filing a charge with or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, the U.S. Department of Labor, the National Labor Relations Board or any other federal, state, or local labor board or agency charged with enforcing employment laws (including, for example, the Maryland Commission on Civil Rights). However, by signing this Supplemental Release, I understand and agree that I am waiving any right to recover money or other individual relief based on claims asserted in such a charge in any proceeding brought by me or on my behalf.

I acknowledge this Supplemental Release does not limit or waive my right to file an application for an award for original information submitted pursuant to Section 21F of the Securities Exchange Act of 1934.

I acknowledge that I fully understand my right to discuss this Supplemental Release with an attorney before accepting this Supplemental Release, that the Company has advised me of this right, that the time afforded to me to review this Supplemental Release provides me sufficient time to consult with an attorney should I wish to do so, that I have carefully read and fully understand this entire Supplemental Release, and that I am voluntarily entering into this Supplemental Release of my own free will, act and deed. I also agree that no promises, statements or inducements have been made to me which caused me to sign this Supplemental Release, except as expressly set forth in writing herein and in the Agreement. I further acknowledge and agree that no compensation, wages, bonuses, commissions, overtime, expenses, PTO, and/or benefits are due to me.

I acknowledge that I was advised that I could take up to twenty-one (21) days from the Separation Date to review this Supplemental Release and decide whether to enter into this Supplemental Release. I understand and agree that any changes to this Supplemental Release, whether material or immaterial, do not restart the running of this twenty-one (21) day review period. To the extent that I have elected to enter into this Supplemental Release prior to such time, I have done so voluntarily, and have knowingly waived such twenty-one (21) day review period.

I understand that I may revoke this Supplemental Release within a period of seven (7) calendar days after its execution, except that if the last day of this period falls on a Saturday, Sunday or holiday observed by the Company I have until the conclusion of the next immediate business day ("Supplemental Release Revocation Period"), by delivery of a written notice of revocation ("Supplemental Release Revocation Notice") before the end of the last day comprising the Supplemental Release Revocation Period to pam.hoebener@aecom.com, ATTN: Corporate SVP, Human Resources. This Supplemental Release shall become automatically irrevocable, and fully enforceable, upon the expiration of the Supplemental Release Revocation Period (the "Supplemental Release Effective Date") if I do not timely revoke it in the aforesaid manner.

In the event that I do not execute this Supplemental Release during the review period, or if I execute and then revoke the Supplemental Release within the Supplemental Release Revocation Period, or if for any other reason the Supplemental Release is held to be unenforceable, all checks, instruments, funds, or other such payments received by you pursuant to the terms of this Agreement shall immediately be returned or reimbursed to the Company, and I shall have no right to the benefits and consideration described in paragraph 2 of the Agreement. In the event the Company is required to institute litigation to enforce the terms of this paragraph, the Company shall be entitled to recover reasonable costs and attorneys' fees incurred in such enforcement.

Agreed to and Accepted:

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Randall A. Wotring

Date (Must be signed after the Separation Date):

AECOM Global, LLC, a Delaware Limited Liability Company  
 AECOM Global II LLC, a Delaware Limited Liability Company  
 AECOM, C&E, Inc., a Delaware Corporation  
 AECOM Technical Services, Inc., a California Corporation  
 AECOM USA, Inc., a New York Corporation  
 AECOM Asia Company Limited\*  
 AECOM Canada Ltd\*  
 AECOM South Africa Group Holdings Pty Ltd\*  
 AECOM Design Build Limited\*  
 AECOM Global Ireland Services Limited\*  
 AECOM Infrastructure & Environment UK Limited\*  
 Flint Energy Services, Inc., a Delaware Corporation  
 Hunt Construction Group Inc., an Indiana Corporation  
 The Hunt Corporation, an Indiana corporation  
 Oscar Faber PLC\*  
 URS Holdings, Inc., a Delaware Corporation  
 URS Corporation, a Nevada Corporation  
 URS Group, Inc. a Delaware Corporation  
 URS Corporation—Ohio, an Ohio Corporation  
 URS Global Holdings Inc., a Nevada Corporation  
 URS Operating Services, Inc., a Delaware corporation  
 URS Resources, LLC, a Delaware limited liability company  
 URS Corporation Southern, a California corporation  
 URS Construction Services, Inc., a Florida corporation  
 URS Alaska, LLC, an Alaska limited liability company  
 URS Corporation – New York, a New York corporation  
 URS Corporation – North Carolina, a North Carolina corporation  
 Tishman Construction Corporation, a Delaware Corporation  
 Tishman Construction Corporation of New York, a Delaware Corporation  
 AECOM Intercontinental Holdings UK Limited\*  
 AECOM Services, Inc., a California corporation  
 AECOM International, Inc., a Delaware corporation  
 AECOM International Projects, Inc., a Nevada corporation  
 AECOM Great Lakes, Inc., a Michigan corporation  
 EDAW, Inc., a Delaware corporation  
 The Earth Technology Corporation (USA), a Delaware corporation  
 Cleveland Wrecking Company, a Delaware corporation  
 Aman Environmental Construction, Inc., a California corporation  
 E.C. Driver & Associates, Inc., a Florida corporation  
 B.P. Barber & Associates, Inc., a South Carolina corporation  
 Forerunner Corporation, a Colorado corporation

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\*Foreign

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**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements (Form S-8 Nos. 333-237237, 333-167047, 333-142070, 333-199453, 333-208964, 333-209890, 333-216442, and 333-230214) pertaining to various stock incentive, purchase and retirement plans of AECOM of our reports dated November 18, 2020, with respect to the consolidated financial statements and schedule of AECOM and to the effectiveness of internal control over financial reporting of AECOM included in this Annual Report (Form 10-K) of AECOM for the year ended September 30, 2020.

/s/ Ernst & Young LLP

Los Angeles, California  
November 18, 2020

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

I, W. Troy Rudd, certify that:

1. I have reviewed this Annual Report on Form 10-K of AECOM;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 18, 2020

/s/ W. Troy Rudd  
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W. Troy Rudd  
*Chief Executive Officer*  
*(Principal Executive Officer)*

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

I, Gaurav Kapoor, certify that:

1. I have reviewed this Annual Report on Form 10-K of AECOM;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 18, 2020

Gaurav Kapoor  
Gaurav Kapoor  
*Chief Financial Officer*  
*(Principal Financial Officer)*

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**Certification Pursuant to  
18 U.S.C. Section 1350**

In connection with the Annual Report of AECOM (the "Company") on Form 10-K for the fiscal year ended September 30, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, W. Troy Rudd, Chief Executive Officer of the Company, and Gaurav Kapoor, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to our knowledge:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

W. Troy Rudd

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W. Troy Rudd

*Chief Executive Officer*

November 18, 2020

Gaurav Kapoor

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Gaurav Kapoor

*Chief Financial Officer*

November 18, 2020

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Section 1503 of the Dodd-Frank Wall Street Reform and Consumer Protection Act requires domestic mine operators to disclose violations and orders issued under the Federal Mine Safety and Health Act of 1977 (the Mine Act) by the federal Mine Safety and Health Administration (MSHA). We do not act as the owner of any mines but we may act as a mining operator as defined under the Mine Act where we may be a lessee of a mine, a person who operates, controls or supervises such mine, or as an independent contractor performing services or construction of such mine.

The following table provides information for the year ended September 30, 2020.

Mine(1)	Mine Act §104 Violations(2)	Mine Act §104(b) Orders(3)	Mine Act §104(d) Citations and Orders(4)	Mine Act §110(b)(2) Violations(5)	Mine Act §107(a) Orders(6)	Proposed Assessments from MSHA (In dollars (\$))	Mining Related Fatalities	Mine Act §104(e) Notice (yes/no)(7)	Pending Legal Action before Federal Mine Safety and Health Review Commission (yes/no)(8)
Black Thunder Project	0	0	0	0	0	\$ 0.00	0	No	No
Bayer Quantzite Quarry	1	0	0	0	0	\$ 0.00	0	No	Yes

(1) United States mines.

(2) The total number of violations received from MSHA under §104 of the Mine Act, which includes citations for health or safety standards that could significantly and substantially contribute to a serious injury if left unabated.

(3) The total number of orders issued by MSHA under §104(b) of the Mine Act, which represents a failure to abate a citation under §104(a) within the period of time prescribed by MSHA.

(4) The total number of citations and orders issued by MSHA under §104(d) of the Mine Act for unwarrantable failure to comply with mandatory health or safety standards.

(5) The total number of flagrant violations issued by MSHA under §110(b)(2) of the Mine Act.

(6) The total number of orders issued by MSHA under §107(a) of the Mine Act for situations in which MSHA determined an imminent danger existed.

(7) A written notice from the MSHA regarding a pattern of violations, or a potential to have such pattern under §104(e) of the Mine Act.

(8) The following Pending Legal Action Table provides information for the year ended September 30, 2020.

Mine	Number Pending Legal Actions	Contests of Penalty Assessments	Legal Actions Initiated	Legal Actions Resolved
Black Thunder Project	0	0	0	0
Bayer Quantzite Quarry	1	0	1	0