UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2023

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 000-52423

AECOM

(Exact name of registrant as specified in its charter)

Delaware	**61-1088522**
State or Other Jurisdiction Of Incorporation or Organization	I.R.S. Employer Identification Number
13355 Noel Road **Dallas, Texas**	**75240**
Address of Principal Executive Offices	Zip Code

(972) 788-1000
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 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	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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

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

As of May 5, 2023, 138,998,785 shares of the registrant's common stock were outstanding.

AECOM

INDEX

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

AECOM
Consolidated Balance Sheets
(unaudited - in thousands, except share data)

	March 31, 2023	September 30, 2022
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 907,510	$ 972,661
Cash in consolidated joint ventures	166,005	199,548
Total cash and cash equivalents	1,073,515	1,172,209
Accounts receivable—net	2,427,913	2,317,812
Contract assets	1,604,593	1,405,299
Prepaid expenses and other current assets	755,049	759,402
Current assets held for sale	110,574	79,000
Income taxes receivable	67,499	89,088
TOTAL CURRENT ASSETS	6,039,143	5,822,810
PROPERTY AND EQUIPMENT—NET	429,815	428,239
DEFERRED TAX ASSETS—NET	292,844	284,154
INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES	387,103	354,983
GOODWILL	3,431,302	3,380,761
INTANGIBLE ASSETS—NET	26,813	35,552
OTHER NON-CURRENT ASSETS	221,356	293,043
OPERATING LEASE RIGHT-OF-USE ASSETS	558,150	539,773
TOTAL ASSETS	$ 11,386,526	$ 11,139,315
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Short-term debt	$ 4,748	$ 5,032
Accounts payable	2,043,230	2,027,314
Accrued expenses and other current liabilities	2,153,844	2,181,408
Income taxes payable	43,676	46,336
Contract liabilities	1,177,293	1,051,258
Current liabilities held for sale	62,193	49,249
Current portion of long-term debt	52,281	43,574
TOTAL CURRENT LIABILITIES	5,537,265	5,404,171
OTHER LONG-TERM LIABILITIES	118,057	135,795
OPERATING LEASE LIABILITIES, NON-CURRENT	603,127	595,308
LONG-TERM LIABILITIES HELD FOR SALE	275	200
DEFERRED TAX LIABILITY-NET	9,209	9,224
PENSION BENEFIT OBLIGATIONS	229,527	232,552
LONG-TERM DEBT	2,152,191	2,156,686
TOTAL LIABILITIES	8,649,651	8,533,936
COMMITMENTS AND CONTINGENCIES (Note 15)		
AECOM STOCKHOLDERS' EQUITY:		
Common stock-authorized, 300,000,000 shares of $0.01 par value as of March 31, 2023 and September 30, 2022; issued and outstanding 138,724,105 and 138,933,907 shares as of March 31, 2023 and September 30, 2022, respectively	1,387	1,389
Additional paid-in capital	4,176,931	4,156,594
Accumulated other comprehensive loss	(921,087)	(979,675)
Accumulated deficits	(662,891)	(701,654)
TOTAL AECOM STOCKHOLDERS' EQUITY	2,594,340	2,476,654
Noncontrolling interests	142,535	128,725
TOTAL STOCKHOLDERS' EQUITY	2,736,875	2,605,379
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 11,386,526	$ 11,139,315

See accompanying Notes to Consolidated Financial Statements.

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

	Three Months Ended		Six Months Ended	
	March 31, 2023	March 31, 2022	March 31, 2023	March 31, 2022
Revenue	$ 3,490,172	$ 3,213,658	$ 6,872,527	$ 6,480,374
Cost of revenue	3,262,078	3,003,706	6,429,445	6,070,218
Gross profit	228,094	209,952	443,082	410,156
Equity in earnings of joint ventures	7,456	11,919	17,285	19,869
General and administrative expenses	(34,147)	(37,098)	(69,759)	(73,599)
Restructuring costs	(3,973)	(73,292)	(41,432)	(76,663)
Income from operations	197,430	111,481	349,176	279,763
Other income	12,305	3,329	20,175	6,203
Interest expense	(42,372)	(24,173)	(79,072)	(49,556)
Income from continuing operations before taxes	167,363	90,637	290,279	236,410
Income tax expense for continuing operations	41,105	36,011	66,870	58,567
Net income from continuing operations	126,258	54,626	223,409	177,843
Net loss from discontinued operations	(41,775)	(6,113)	(42,163)	(68,053)
Net income	84,483	48,513	181,246	109,790
Net income attributable to noncontrolling interests from continuing operations	(8,089)	(5,592)	(17,733)	(11,048)
Net loss (income) attributable to noncontrolling interests from discontinued operations	221	(1,364)	1,047	4,363
Net income attributable to noncontrolling interests	(7,868)	(6,956)	(16,686)	(6,685)
Net income attributable to AECOM from continuing operations	118,169	49,034	205,676	166,795
Net loss attributable to AECOM from discontinued operations	(41,554)	(7,477)	(41,116)	(63,690)
Net income attributable to AECOM	$ 76,615	$ 41,557	$ 164,560	$ 103,105
Net income (loss) attributable to AECOM per share:				
Basic continuing operations per share	$ 0.85	$ 0.35	$ 1.48	$ 1.18
Basic discontinued operations per share	$ (0.30)	$ (0.06)	$ (0.29)	$ (0.45)
Basic earnings per share	$ 0.55	$ 0.29	$ 1.19	$ 0.73
Diluted continuing operations per share	$ 0.84	$ 0.34	$ 1.46	$ 1.16
Diluted discontinued operations per share	$ (0.29)	$ (0.05)	$ (0.29)	$ (0.44)
Diluted earnings per share	$ 0.55	$ 0.29	$ 1.17	$ 0.72
Weighted average shares outstanding:				
Basic	138,927	141,060	138,807	141,419
Diluted	140,335	142,626	140,489	143,631

See accompanying Notes to Consolidated Financial Statements.

AECOM
Consolidated Statements of Comprehensive Income
(unaudited—in thousands)

	Three Months Ended		Six Months Ended	
	March 31, 2023	March 31, 2022	March 31, 2023	March 31, 2022
Net income	$ 84,483	$ 48,513	$ 181,246	$ 109,790
Other comprehensive income, net of tax:				
Net unrealized (loss) gain on derivatives, net of tax	(7,564)	17,087	(9,381)	20,636
Foreign currency translation adjustments	8,627	9,096	86,751	3,899
Pension adjustments, net of tax	(3,672)	9,030	(18,519)	11,763
Other comprehensive (loss) income, net of tax	(2,609)	35,213	58,851	36,298
Comprehensive income, net of tax	81,874	83,726	240,097	146,088
Noncontrolling interests in comprehensive income of consolidated subsidiaries, net of tax	(7,985)	(7,084)	(16,949)	(6,693)
Comprehensive income attributable to AECOM, net of tax	$ 73,889	$ 76,642	$ 223,148	$ 139,395

See accompanying Notes to Consolidated Financial Statements.

AECOM
Consolidated Statements of Stockholders' Equity
(unaudited—in thousands)

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficits	Total AECOM Stockholders' Equity	Non-Controlling Interests	Total Stockholders' Equity
BALANCE AT DECEMBER 31, 2022	$ 1,390	$ 4,161,716	$ (918,361)	$ (689,111)	$ 2,555,634	$ 137,259	$ 2,692,893
Net income	—	—	—	76,615	76,615	7,868	84,483
Dividends declared	—	—	—	(25,394)	(25,394)	—	(25,394)
Other comprehensive loss	—	—	(2,726)	—	(2,726)	117	(2,609)
Issuance of stock	1	4,388	—	—	4,389	—	4,389
Repurchases of stock	(4)	(1,875)	—	(25,001)	(26,880)	—	(26,880)
Stock-based compensation	—	12,702	—	—	12,702	—	12,702
Contributions from noncontrolling interests	—	—	—	—	—	4	4
Distributions to noncontrolling interests	—	—	—	—	—	(2,713)	(2,713)
BALANCE AT MARCH 31, 2023	$ 1,387	$ 4,176,931	$ (921,087)	$ (662,891)	$ 2,594,340	$ 142,535	$ 2,736,875

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficits	Total AECOM Stockholders' Equity	Non-Controlling Interests	Total Stockholders' Equity
BALANCE AT DECEMBER 31, 2021	$ 1,413	$ 4,085,333	$ (899,172)	$ (676,902)	$ 2,510,672	$ 115,567	$ 2,626,239
Net income	—	—	—	41,557	41,557	6,956	48,513
Dividends declared	—	—	—	(21,445)	(21,445)	—	(21,445)
Other comprehensive income	—	—	35,085	—	35,085	128	35,213
Issuance of stock	—	4,154	—	—	4,154	—	4,154
Repurchases of stock	(6)	(487)	—	(49,993)	(50,486)	—	(50,486)
Stock-based compensation	—	11,905	—	—	11,905	—	11,905
Other transactions with noncontrolling interests	—	—	—	—	—	35	35
Distributions to noncontrolling interests	—	—	—	—	—	(4,475)	(4,475)
BALANCE AT MARCH 31, 2022	$ 1,407	$ 4,100,905	$ (864,087)	$ (706,783)	$ 2,531,442	$ 118,211	$ 2,649,653

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficits	Total AECOM Stockholders' Equity	Non-Controlling Interests	Total Stockholders' Equity
BALANCE AT SEPTEMBER 30, 2022	$ 1,389	$ 4,156,594	$ (979,675)	$ (701,654)	$ 2,476,654	$ 128,725	$ 2,605,379
Net income	—	—	—	164,560	164,560	16,686	181,246
Dividends declared	—	—	—	(50,792)	(50,792)	—	(50,792)
Other comprehensive income	—	—	58,588	—	58,588	263	58,851
Issuance of stock	11	17,614	—	—	17,625	—	17,625
Repurchases of stock	(13)	(21,872)	—	(75,005)	(96,890)	—	(96,890)
Stock-based compensation	—	24,595	—	—	24,595	—	24,595
Contributions from noncontrolling interests	—	—	—	—	—	676	676
Distributions to noncontrolling interests	—	—	—	—	—	(3,815)	(3,815)
BALANCE AT MARCH 31, 2023	$ 1,387	$ 4,176,931	$ (921,087)	$ (662,891)	$ 2,594,340	$ 142,535	$ 2,736,875

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficits	Total AECOM Stockholders' Equity	Non-Controlling Interests	Total Stockholders' Equity
BALANCE AT SEPTEMBER 30, 2021	$ 1,432	$ 4,115,541	$ (900,377)	$ (504,126)	$ 2,712,470	$ 117,107	$ 2,829,577
Net income	—	—	—	103,105	103,105	6,685	109,790
Dividends declared	—	—	—	(42,951)	(42,951)	—	(42,951)
Other comprehensive income	—	—	36,290	—	36,290	8	36,298
Issuance of stock	19	13,584	—	—	13,603	—	13,603
Repurchases of stock	(44)	(49,939)	—	(262,811)	(312,794)	—	(312,794)
Stock-based compensation	—	21,719	—	—	21,719	—	21,719
Other transactions with noncontrolling interests	—	—	—	—	—	(118)	(118)
Contributions from noncontrolling interests	—	—	—	—	—	2	2
Distributions to noncontrolling interests	—	—	—	—	—	(5,473)	(5,473)
BALANCE AT MARCH 31, 2022	$ 1,407	$ 4,100,905	$ (864,087)	$ (706,783)	$ 2,531,442	$ 118,211	$ 2,649,653

See accompanying Notes to Consolidated Financial Statements.

AECOM
Consolidated Statements of Cash Flows
(unaudited - in thousands)

	Six Months Ended March 31, 2023	Six Months Ended March 31, 2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 181,246	$ 109,790
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	87,786	85,176
Equity in earnings of unconsolidated joint ventures	(15,545)	(16,519)
Distribution of earnings from unconsolidated joint ventures	27,126	13,407
Non-cash stock compensation	24,595	21,719
Loss on sale of discontinued operations	40,160	45,586
Foreign currency translation	6,768	14,588
Other	2,615	8,059
Changes in operating assets and liabilities:		
Accounts receivable and contract assets	(376,005)	139,651
Prepaid expenses and other assets	24,136	67,791
Accounts payable	31,542	(197,252)
Accrued expenses and other current liabilities	(11,683)	74,731
Contract liabilities	126,035	(62,417)
Other long-term liabilities	(17,321)	(111,082)
Net cash provided by operating activities	131,455	193,228
CASH FLOWS FROM INVESTING ACTIVITIES:		
Payments for sale of discontinued operations, including cash disposed	—	(43,690)
Investment in unconsolidated joint ventures	(26,127)	(12,335)
Return of investment in unconsolidated joint ventures	6,352	1,731
Proceeds from sale of investments	4,786	8,312
Proceeds from disposal of property and equipment	256	579
Payments for capital expenditures	(68,819)	(48,489)
Net cash used in investing activities	(83,552)	(93,892)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from borrowings under credit agreements	1,544,751	1,335,742
Repayments of borrowings under credit agreements	(1,564,820)	(1,363,012)
Cash paid for debt issuance costs	—	(155)
Dividends paid	(46,217)	(21,198)
Proceeds from issuance of common stock	12,494	12,034
Proceeds from exercise of stock options	4,112	—
Payments to repurchase common stock	(95,191)	(312,794)
Net distributions to noncontrolling interests	(3,139)	(5,471)
Other financing activities	646	(13,777)
Net cash used in financing activities	(147,364)	(368,631)
EFFECT OF EXCHANGE RATE CHANGES ON CASH	3,548	1,674
NET DECREASE IN CASH AND CASH EQUIVALENTS	(95,913)	(267,621)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	1,176,772	1,234,792
CASH AND CASH EQUIVALENTS AT END OF PERIOD	1,080,859	967,171
LESS CASH AND CASH EQUIVALENTS INCLUDED IN CURRENT ASSETS HELD FOR SALE	(7,344)	(2,101)
CASH AND CASH EQUIVALENTS OF CONTINUING OPERATIONS AT END OF PERIOD	$ 1,073,515	$ 965,070

See accompanying Notes to Consolidated Financial Statements.

AECOM
Notes to Consolidated Financial Statements
(unaudited)

1. Basis of Presentation

The accompanying consolidated financial statements of AECOM (the Company) are unaudited and, in the opinion of management, include all adjustments, including all normal recurring items necessary for a fair statement of the Company's financial position and results of operations for the periods presented. All intercompany balances and transactions are eliminated in consolidation.

The consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's Form 10-K for the fiscal year ended September 30, 2022 (the Annual Report). The accompanying unaudited consolidated financial statements and related notes have been prepared in accordance with generally accepted accounting principles (GAAP) in the United States (U.S.) for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements.

The consolidated financial statements included in this report have been prepared consistently with the accounting policies described in the Annual Report, except as noted, and should be read together with the Annual Report.

The results of operations for the three and six months ended March 31, 2023 are not necessarily indicative of the results to be expected for the fiscal year ending September 30, 2023.

As discussed in more detail in Note 3, the Company concluded that its self-perform at-risk construction businesses met the criteria for held for sale beginning in the first quarter of fiscal 2020 and met the criteria for discontinued operation classification. As a result, 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 are presented in the consolidated balance sheets as assets and liabilities held for sale.

The Company reports its annual results of operations based on 52 or 53-week periods ending on the Friday nearest September 30. The Company reports its quarterly results of operations based on periods ending on the Friday nearest December 31, March 31, and June 30. For clarity of presentation, all periods are presented as if the periods ended on September 30, December 31, March 31, and June 30.

2. New Accounting Pronouncements and Changes in Accounting

In August 2018, the Financial Accounting Standards Board (FASB) issued new accounting guidance for the disclosure requirements of defined benefit pension plans. The amended guidance eliminates certain disclosure requirements that were no longer considered to be cost beneficial. The Company adopted the new guidance starting on October 1, 2021. The adoption of the new guidance did not have a significant impact on the Company's financial statements.

In December 2019, the FASB issued new accounting guidance which simplifies the accounting for income taxes. The guidance amends certain exceptions to the general principles of Accounting Standards Codification (ASC) 740, *Income Taxes*, and simplifies several areas such as accounting for a franchise tax or similar tax that is partially based on income. The Company adopted the new guidance starting on October 1, 2021. The adoption of the new guidance did not have a significant impact on the Company's consolidated financial statements.

In October 2021, the FASB issued final guidance to companies that apply ASC 606, *Revenue from Contracts with Customers*, to recognize and measure contract assets and contract liabilities from contracts with customers acquired in a business combination. The new guidance creates an exception to the general requirement to measure acquired assets and liabilities at fair value on the acquisition date. Under this exception, an acquirer applies ASC 606 to recognize and measure contract assets and contract liabilities on the acquisition date. The Company adopted the new guidance starting on October 1, 2022 on a prospective basis and the revised guidance will be applied to any business combinations the Company undertakes.

3. Discontinued Operations, Goodwill and Intangible Assets

In the first quarter of fiscal 2020, management approved a plan to dispose of via sale the Company's self-perform at-risk construction businesses. 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 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 would have a major effect on the Company's operations and financial results and qualified for presentation as discontinued operations in accordance with FASB ASC 205-20. Accordingly, the financial results of the self-perform at-risk construction businesses are presented in the Consolidated Statement 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.

The Company completed the sale of its civil infrastructure construction business to affiliates of Oroco Capital in the second quarter of fiscal 2021. In the first quarter of fiscal 2022, the Company recorded an additional $40.0 million loss primarily related to revisions of estimates for its working capital obligation to be paid and a contingent consideration receivable. In the second quarter of fiscal 2023, the Company recorded a $38.9 million loss related to a revised estimate of its contingent consideration receivable recognized at the sale. Under the terms of the sale agreement, the Company made the required cash payments and delivered the cash and cash equivalents, including cash in consolidated joint ventures, on the balance sheet at closing. As a result, the Company recorded the net cash impact of the sale as a use of cash in the investing section of its statement of cash flows.

On January 28, 2022, the Company completed the sale of its oil and gas construction business to affiliates of Graham Maintenance Services LP for a purchase price of $14 million, subject to cash, debt and working capital adjustments. The Company recorded a pre-tax gain of approximately $3.0 million on the sale, net of transaction costs.

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

	March 31, 2023	September 30, 2022
Cash and cash equivalents	$ 7.3	$ 4.6
Receivables and contract assets	103.3	66.2
Other	—	8.2
Current assets held for sale	$ 110.6	$ 79.0
Property and equipment, net	$ 12.5	$ 8.0
Write-down of assets to fair value less cost to sell	(12.5)	(8.0)
Non-current assets held for sale	$ —	$ —
Accounts payable and accrued expenses	$ 62.2	$ 49.2
Current liabilities held for sale	$ 62.2	$ 49.2
Long-term liabilities held for sale	$ 0.3	$ 0.2

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

	Three months ended March 31, 2023	Three months ended March 31, 2022	Six months ended March 31, 2023	Six months ended March 31, 2022
Revenue	$ 58.8	$ 84.7	$ 100.5	$ 211.8
Cost of revenue	62.1	84.3	102.4	229.6
Gross (loss) profit	(3.3)	0.4	(1.9)	(17.8)
Equity in earnings of joint ventures	—	—	(1.7)	(3.4)
Loss on disposal activities	(40.2)	(3.4)	(40.2)	(45.5)
Transaction costs	—	(3.9)	(0.2)	(6.2)
Loss from operations	(43.5)	(6.9)	(44.0)	(72.9)
Interest expense	—	—	—	(0.1)
Loss before taxes	(43.5)	(6.9)	(44.0)	(73.0)
Income tax benefit	(1.7)	(0.9)	(1.8)	(5.0)
Net loss from discontinuing operations	$ (41.8)	$ (6.0)	$ (42.2)	$ (68.0)

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

	Three months ended March 31, 2023	Three months ended March 31, 2022	Six months ended March 31, 2023	Six months ended March 31, 2022
Payments for capital expenditures	$ 0.5	$ (0.6)	$ 4.5	$ (1.5)

The changes in the carrying value of goodwill by reportable segment for the six months ended March 31, 2023 were as follows:

	September 30, 2022	Foreign Exchange Impact	March 31, 2023
		(in millions)	
Americas	$ 2,610.7	$ 4.0	$ 2,614.7
International	770.1	46.5	816.6
Total	$ 3,380.8	$ 50.5	$ 3,431.3

The gross amounts and accumulated amortization of the Company's acquired identifiable intangible assets with finite useful lives as of March 31, 2023 and September 30, 2022, included in intangible assets—net, in the accompanying consolidated balance sheets, were as follows:

	March 31, 2023			September 30, 2022			
	Gross Amount	Accumulated Amortization	Intangible Assets, Net	Gross Amount	Accumulated Amortization	Intangible Assets, Net	Amortization Period
			(in millions)				(years)
Customer relationships	$ 668.2	$ (641.4)	$ 26.8	$ 663.0	$ (627.4)	$ 35.6	1 - 11

Amortization expense of acquired intangible assets included within cost of revenue were $9.3 million and $9.5 million for the six months ended March 31, 2023 and 2022, respectively. The following table presents estimated amortization expense of existing intangible assets for the remainder of fiscal 2023 and for the succeeding years:

Fiscal Year	(in millions)
2023 (six months remaining)	$ 9.0
2024	17.2
2025	0.6
Total	$ 26.8

4. Revenue Recognition

The Company follows accounting 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, which it believes to be the best measure of progress towards completion of the performance obligation. 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 pass-through revenues for the six months ended March 31, 2023 and 2022 were $3.6 billion and $3.3 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 as the Company believes this is the best measure of progress towards completion.

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

	Three months ended		Six months ended	
	March 31, 2023	March 31, 2022	March 31, 2023	March 31, 2022
	(in millions)			
Cost reimbursable	$ 1,511.3	$ 1,378.9	$ 3,026.2	$ 2,686.5
Guaranteed maximum price	1,151.0	1,004.9	2,239.2	2,072.6
Fixed-price	827.8	829.9	1,607.1	1,721.3
Total revenue	$ 3,490.1	$ 3,213.7	$ 6,872.5	$ 6,480.4

	Three months ended		Six months ended	
	March 31, 2023	March 31, 2022	March 31, 2023	March 31, 2022
	(in millions)			
Americas	$ 2,630.3	$ 2,400.5	$ 5,209.9	$ 4,864.6
Europe, Middle East, India, Africa	494.1	457.6	942.1	898.5
Asia-Australia-Pacific	365.7	355.6	720.5	717.3
Total revenue	$ 3,490.1	$ 3,213.7	$ 6,872.5	$ 6,480.4

As of March 31, 2023, the Company had allocated $22.2 billion of transaction price to unsatisfied or partially satisfied performance obligations, of which approximately 55% 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 $696.9 million and $458.5 million during the six months ended March 31, 2023 and 2022, respectively, that was included in contract liabilities as of September 30, 2022 and 2021, 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 receivables 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:

	March 31, 2023	September 30, 2022
	(in millions)	
Billed	$ 2,040.1	$ 1,931.4
Contract retentions	464.1	490.4
Total accounts receivable—gross	2,504.2	2,421.8
Allowance for doubtful accounts and credit losses	(76.3)	(104.0)
Total accounts receivable—net	$ 2,427.9	$ 2,317.8

Substantially all contract assets as of March 31, 2023 and September 30, 2022 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 $140 million as of March 31, 2023 and $110 million as of September 30, 2022. The asset related to the Deactivation, Demolition, and Removal Project retained from the MS Purchaser as defined in and discussed in Note 15 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 but nonetheless represent an unconditional right to cash.

The Company considers a broad range of information to estimate expected credit losses including the related ages of past due balances, projections of credit losses based on historical trends, and collection history and credit quality of its clients. Negative macroeconomic trends or delays in payment of outstanding receivables could result in an increase in the estimated credit losses.

No single client accounted for more than 10% of the Company's outstanding receivables at March 31, 2023 and September 30, 2022.

The Company sold trade receivables to financial institutions, of which $256.2 million and $240.3 million were outstanding as of March 31, 2023 and September 30, 2022, 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. 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 further discussed in Note 15.

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

	March 31, 2023 (unaudited)	September 30, 2022
	(in millions)	
Current assets	$ 721.1	$ 630.8
Non-current assets	74.1	73.8
Total assets	$ 795.2	$ 704.6
Current liabilities	$ 642.5	$ 530.6
Non-current liabilities	1.5	1.5
Total liabilities	644.0	532.1
Total AECOM equity	21.1	56.7
Noncontrolling interests	130.1	115.8
Total owners' equity	151.2	172.5
Total liabilities and owners' equity	$ 795.2	$ 704.6

Total revenue of the consolidated joint ventures was $941.7 million and $627.3 million for the six months ended March 31, 2023 and 2022, respectively. The assets of the Company's consolidated joint ventures are restricted for use only by the particular joint venture and are not available for the general operations of the Company.

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

	March 31, 2023	September 30, 2022
	(in millions)	
Current assets	$ 1,130.7	$ 1,279.4
Non-current assets	1,158.2	1,128.7
Total assets	$ 2,288.9	$ 2,408.1
Current liabilities	$ 581.1	$ 751.4
Non-current liabilities	521.8	521.3
Total liabilities	1,102.9	1,272.7
Joint ventures' equity	1,186.0	1,135.4
Total liabilities and joint ventures' equity	$ 2,288.9	$ 2,408.1
AECOM's investment in unconsolidated joint ventures	$ 387.1	$ 355.0

	Six Months Ended	
	March 31, 2023	March 31, 2022
	(in millions)	
Revenue	$ 642.1	$ 925.1
Cost of revenue	586.9	888.1
Gross profit	$ 55.2	$ 37.0
Net income	$ 51.9	$ 34.0

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

	Six Months Ended	
	March 31, 2023	March 31, 2022
	(in millions)	
Pass-through joint ventures	$ 14.5	$ 15.7
Other joint ventures	2.8	4.2
Total	$ 17.3	$ 19.9

6. 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.

The components of net periodic benefit cost other than the service cost component are included in other income in the consolidated statement of operations. The following table details the components of net periodic benefit cost for the Company's pension plans for the three and six months ended March 31, 2023 and 2022:

	Three Months Ended				Six Months Ended			
	March 31, 2023		March 31, 2022		March 31, 2023		March 31, 2022	
	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l	U.S.	Int'l
	(in millions)							
Components of net periodic benefit cost:								
Service costs	$ —	$ 0.1	$ —	$ 0.1	$ —	$ 0.2	$ —	$ 0.2
Interest cost on projected benefit obligation	2.4	11.9	1.1	6.3	4.9	23.4	2.3	12.7
Expected return on plan assets	(1.4)	(15.1)	(1.4)	(10.8)	(2.9)	(29.8)	(2.8)	(21.8)
Amortization of net loss (gain)	0.8	(0.2)	1.4	1.8	1.7	(0.3)	2.8	3.7
Settlement loss recognized	—	—	0.2	—	—	—	0.2	—
Net periodic benefit cost (credit)	$ 1.8	$ (3.3)	$ 1.3	$ (2.6)	$ 3.7	$ (6.5)	$ 2.5	$ (5.2)

The total amounts of employer contributions paid for the six months ended March 31, 2023 were $4.0 million for U.S. plans and $12.6 million for non-U.S. plans. The expected remaining scheduled annual employer contributions for the fiscal year ending September 30, 2023 are $4.8 million for U.S. plans and $11.1 million for non-U.S. plans.

7. Debt

Debt consisted of the following:

	March 31, 2023	September 30, 2022
	(in millions)	
Credit Agreement	$ 1,134.4	$ 1,143.3
2027 Senior Notes	997.3	997.3
Other debt	94.4	84.0
Total debt	2,226.1	2,224.6
Less: Current portion of debt and short-term borrowings	(57.0)	(48.6)
Less: Unamortized debt issuance costs	(16.9)	(19.3)
Long-term debt	$ 2,152.2	$ 2,156.7

The following table presents, in millions, scheduled maturities of the Company's debt as of March 31, 2023:

Fiscal Year	
2023 (six months remaining)	$ 32.2
2024	78.7
2025	45.4
2026	408.1
2027	1,005.7
Thereafter	656.0
Total	$ 2,226.1

Credit Agreement

On February 8, 2021, the Company entered into the 2021 Refinancing Amendment to the Credit Agreement (the "Credit Agreement"), pursuant to which the Company amended and restated its Syndicated Credit Facility Agreement, dated as of October 17, 2014 (as amended prior to February 8, 2021, the "Original Credit Agreement"), between the Company, as borrower, Bank of America, N.A., as administrative agent, and other parties thereto. At the time of amendment, the Credit Agreement consisted of a $1,150,000,000 revolving credit facility (the "Revolving Credit Facility") and a $246,968,737.50 term loan A facility (the "Term A Facility," together with the Revolving Credit Facility, the "Credit Facilities"), each of which mature on February 8, 2026. The outstanding loans under the Term A Facility were borrowed in U.S. dollars. Loans under the Revolving Credit Facility may be borrowed, and letters of credit thereunder may be issued, in U.S. dollars or in certain foreign currencies. The proceeds of the Revolving Credit Facility may be used from time to time for ongoing working capital and for other general corporate purposes. The proceeds of the Revolving Credit Facility and the Term A Loan facility borrowed on February 8, 2021 were used to refinance the existing revolving credit facility and the existing term loan facility under the Original Credit Agreement and to pay related fees and expenses. The Credit Agreement permits the Company to designate certain of its subsidiaries as additional co-borrowers from time to time. Currently, there are no co-borrowers under the Credit Facilities.

The applicable interest rate under the Credit Agreement is calculated at a per annum rate equal to, at the Company's option, (a) the Eurocurrency Rate (as defined in the Credit Agreement) plus an applicable margin (the "LIBOR Applicable Margin"), which is currently at 1.2250% or (b) the Base Rate (as defined in the Credit Agreement) plus an applicable margin (the "Base Rate Applicable Margin" and together with the LIBOR Applicable Margin, the "Applicable Margins"), which is currently at 0.2250%. The Credit Agreement includes certain environmental, social and governance (ESG) metrics relating to the Company's CO^2 emissions and its percentage of employees who identify as women (each, a "Sustainability Metric"). The Applicable Margins and the commitment fees for the Revolving Credit Facility will be adjusted on an annual basis based on the Company's achievement of preset thresholds for each Sustainability Metric. The Credit Agreement contains provisions addressing the end of the use of LIBOR as a benchmark rate of interest and a mechanism for determining an alternative benchmark rate of interest. When the provisions are triggered, LIBOR would be replaced by a secured overnight financing rate (SOFR)-based rate, which will be subject to a spread adjustment.

Some of the Company's material subsidiaries (the "Guarantors") have guaranteed the Company's obligations of the borrowers under the Credit Agreement, subject to certain exceptions. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of the Company's assets and its Guarantors' assets, subject to certain exceptions.

The Credit Agreement contains customary negative covenants that include, among other things, limitations on the ability of the Company and certain of its subsidiaries, subject to certain exceptions, to incur liens and debt, make investments, dispositions, and restricted payments, change the nature of their business, consummate mergers, consolidations and the sale of all or substantially all of their respective assets, taken as a whole, and transact with affiliates. The Company is also required to maintain a consolidated interest coverage ratio of at least 3.00 to 1.00 and a consolidated leverage ratio of less than or equal to 4.00 to 1.00 (subject to certain adjustments in connection with permitted acquisitions), tested on a quarterly basis (the "Financial Covenants"). The Company's consolidated leverage ratio was 2.20 to 1.00 at March 31, 2023. As of March 31, 2023, the Company was in compliance with the covenants of the Credit Agreement.

The Credit Agreement contains customary affirmative covenants, including, among other things, compliance with applicable law, preservation of existence, maintenance of properties and of insurance, and keeping proper books and records. The Credit Agreement contains customary events of default, including, among other things, nonpayment of principal, interest or fees, cross-defaults to other debt, inaccuracies of representations and warranties, failure to perform covenants, events of bankruptcy and insolvency, change of control and unsatisfied judgments, subject in certain cases to notice and cure periods and other exceptions.

On April 13, 2021, the Company entered into Amendment No. 10 to the Credit Agreement, pursuant to which the lenders thereunder provided a secured term "B" credit facility (the "Term B Facility") to the Company in an aggregate principal amount of $700,000,000. The Term B Facility matures on April 13, 2028. The proceeds of the Term B Facility were used to fund the purchase price, fees and expenses in connection with the Company's cash tender offer to purchase up to $700,000,000 aggregate purchase price (not including any accrued and unpaid interest) of its outstanding 5.875% Senior Notes due 2024.

The Term B Facility is subject to the same affirmative and negative covenants and events of default as the Term A Facility previously incurred pursuant to the existing Credit Agreement (except that the Financial Covenants in the Credit Agreement do not apply to the Term B Facility). The applicable interest rate for the Term B Facility is calculated at a per annum rate equal to, at the Company's option, (a) the Eurocurrency Rate (as defined in the Credit Agreement) plus 1.75% or (b) the Base Rate (as defined in the Credit Agreement) plus 0.75%.

On June 25, 2021, the Company entered into Amendment No. 11 to the Credit Agreement, pursuant to which lenders thereunder have provided the Company an additional $215,000,000 in aggregate principal amount under the Term A Facility. The Company used the net proceeds from the increase in the Term A Facility (together with cash on hand), to (i) redeem all of the Company's remaining 5.875% Senior Notes due 2024 and (ii) pay fees and expenses related to such redemption.

At March 31, 2023 and September 30, 2022, letters of credit totaled $4.4 million and $4.4 million, respectively, under the Company's Revolving Credit Facility. As of March 31, 2023 and September 30, 2022, the Company had $1,145.6 million and $1,145.6 million, respectively, available under its revolving credit facility.

2027 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 "2027 Senior Notes"). On June 30, 2017, the Company completed an exchange offer to exchange the unregistered 2027 Senior Notes for registered notes, as well as related guarantees.

As of March 31, 2023, the estimated fair value of the 2027 Senior Notes was approximately $972.4 million. The fair value of the 2027 Senior Notes as of March 31, 2023 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 2027 Senior Notes. Interest is payable on the 2027 Senior Notes at a rate of 5.125% per annum. Interest on the 2027 Senior Notes is payable semi-annually on March 15 and September 15 of each year, commencing on September 15, 2017. The 2027 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 2027 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. On or after December 15, 2026, the Company may redeem all or part of the 2027 Senior Notes at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest on the redemption date.

The indenture pursuant to which the 2027 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 2027 Senior Notes as of March 31, 2023.

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 March 31, 2023 and September 30, 2022, these outstanding standby letters of credit totaled $860.5 million and $640.3 million, respectively. As of March 31, 2023, the Company had $441.6 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 and interest rate cap agreements, during the six months ended March 31, 2023 and 2022 was 5.2% and 3.3%, respectively.

Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the three and six months ended March 31, 2023 of $1.2 million and $2.4 million, respectively, and for the three and six months ended March 31, 2022 of $1.2 million and $2.5 million, respectively.

8. Derivative Financial Instruments and Fair Value Measurements

The Company uses 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 and interest rate cap agreements designated as cash flow hedges to limit exposure to 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 against 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 or interest rate cap agreements would be recognized in other income.

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

March 31, 2023				
Notional Amount Currency	**Notional Amount (in millions)**	**Fixed Rate**	**Effective Date**	**Expiration Date**
USD	400.0	1.349%	February 2023	March 2028

September 30, 2022				
Notional Amount Currency	**Notional Amount (in millions)**	**Fixed Rate**	**Effective Date**	**Expiration Date**
USD	200.0	2.60%	March 2018	February 2023
USD	400.0	1.349%	February 2023	March 2028

In the fourth quarter of fiscal 2021, the Company entered into new interest rate swap agreements with a notional value of $400.0 million to manage the interest rate exposure of its variable rate loans. The new swaps became effective February 2023 and terminate in March 2028. By entering into the swap agreements, the Company converted a portion of the LIBOR rate-based liability into a fixed rate liability. The Company will pay a fixed rate of 1.349% and receive payment at the prevailing one-month LIBOR.

In the third quarter of fiscal 2022, the Company purchased interest rate cap agreements with a notional value of $300.0 million to manage interest rate exposure of its variable rate loans. The caps became effective on June 30, 2022 and terminate in March 2028. The caps reduce the Company's exposure to one-month LIBOR. In the event one-month LIBOR exceeds 3.5%, the Company will pay a fixed rate of 3.5% and receive payment at the prevailing one-month LIBOR.

The interest rate swap agreements and the interest rate cap agreements contain provisions that address the use of LIBOR as a benchmark rate. Consistent with the Company's variable rate loans, the provisions provide for a replacement of LIBOR to a SOFR-based rate.

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 six months ended March 31, 2023 and 2022.

Fair Value Measurements

The Company's non-pension financial assets and liabilities recorded at fair value relate to the interest rate swap and interest rate cap agreements included in other current assets, other non-current assets and other current liabilities on March 31, 2023 and were $14.3 million, $25.8 million, and $1.9 million, respectively. The fair values of the interest rate swap and interest rate cap agreements included in other current assets and other non-current assets on September 30, 2022 were $9.4 million and $41.8 million, respectively. The fair values of the interest rate swap and interest rate cap agreements were derived by taking the net present value of the expected cash flows using observable market inputs (Level 2) such as LIBOR or SOFR rate curves, futures, volatilities and basis spreads (when applicable).

See Note 14 for accumulated balances and reporting period activities of derivatives related to reclassifications out of accumulated other comprehensive loss for the six months ended March 31, 2023 and 2022. Additionally, there were no material losses recognized in income due to amounts excluded from effectiveness testing from the Company's interest rate swap agreements.

9. Share-based Payments

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 primarily based on that day's closing market price of the Company's common stock.

Restricted stock units and PEP units activity for the six months ended March 31 was as follows:

	2023				2022			
	Restricted Stock Units (in millions)	Weighted Average Grant-Date Fair Value	PEP Units (in millions)	Weighted Average Grant-Date Fair Value	Restricted Stock Units (in millions)	Weighted Average Grant-Date Fair Value	PEP Units (in millions)	Weighted Average Grant-Date Fair Value
Outstanding at September 30,	1.0	$ 53.05	0.7	$ 60.60	1.3	$ 38.88	1.2	$ 37.22
Granted	0.3	$ 83.64	0.2	$ 94.65	0.3	$ 74.32	0.2	$ 85.48
PEP units earned	—	$ —	0.2	$ 43.19	—	$ —	0.6	$ 27.90
Vested	(0.4)	$ 44.95	(0.4)	$ 43.19	(0.5)	$ 29.36	(1.3)	$ 27.89
Outstanding at March 31,	0.9	$ 65.75	0.7	$ 75.53	1.1	$ 53.02	0.7	$ 60.64

Total compensation expense related to these share-based payments including stock options was $24.6 million and $21.7 million during the six months ended March 31, 2023 and 2022, respectively. Unrecognized compensation expense related to total share-based payments outstanding as of March 31, 2023 and September 30, 2022 was $64.2 million and $45.9 million, respectively, to be recognized on a straight-line basis over the awards' respective vesting periods which are generally three years.

10. Income Taxes

The Company's effective tax rate was 23.1% and 24.8% for the six months ended March 31, 2023 and 2022, respectively. The most significant items contributing to the difference between the statutory U.S. federal corporate tax rate of 21.0% and the Company's effective tax rate for the six-month period ended March 31, 2023 were a tax benefit of $23.6 million related to income tax credits and incentives, tax expense of $19.1 million related to foreign residual income, and tax expense of $9.0 million related to state income taxes. These items are expected to have a continuing impact on the effective tax rate for the remainder of the fiscal year.

The most significant items contributing to the difference between the statutory U.S. federal corporate tax rate of 21.0% and the Company's effective tax rate for the six-month period ended March 31, 2022 were a tax benefit of $26.5 million related to income tax credits and incentives, tax expense of $19.5 million related to foreign residual income, a tax benefit of $13.9 million related to changes in valuation allowances, tax expense of $14.9 million primarily related to changes in foreign uncertain tax positions, and tax expense of $11.1 million related to state income taxes.

During the six-month period ended March 31, 2022, valuation allowances in the amount of $21.9 million primarily related to net operating losses in certain foreign entities were released due to sufficient positive evidence. The positive evidence included a realignment of the Company's global transfer pricing methodology which resulted in forecasting the utilization of the net operating losses within the foreseeable future.

The Company is utilizing the annual effective tax rate method under ASC 740 to compute its interim tax provision. The Company's effective tax rate fluctuates from quarter to quarter due to various factors including the change in the mix of global income and expenses, outcomes of administrative audits, changes in the assessment of valuation allowances due to management's consideration of new positive or negative evidence during the quarter, and changes in enacted tax laws. The U.S.and many international legislative and regulatory bodies have proposed legislation that could significantly impact how our business activities are taxed. These proposed changes could have a material impact on the Company's income tax expense and deferred tax balances.

The Company is currently under tax audit in several jurisdictions including the U.S. and believes 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.

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 $1.3 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.

11. 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 three and six months ended March 31, 2023 and 2022, equity awards excluded from the calculation of potential common shares were not significant.

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

	Three Months Ended		Six Months Ended	
	March 31, 2023	March 31, 2022	March 31, 2023	March 31, 2022
	(in millions)			
Denominator for basic earnings per share	138.9	141.1	138.8	141.4
Potential common shares	1.4	1.5	1.7	2.2
Denominator for diluted earnings per share	140.3	142.6	140.5	143.6

12. 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 of 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:

	Three Months Ended		Six Months Ended	
	March 31, 2023	March 31, 2022	March 31, 2023	March 31, 2022
	(in millions)			
Operating lease cost	$ 41.6	$ 43.7	$ 83.1	$ 87.8
Finance lease cost:				
Amortization of right-of-use assets	5.7	4.6	10.8	8.7
Interest on lease liabilities	0.6	0.6	1.2	1.1
Variable lease cost	8.6	8.3	16.5	16.4
Total lease cost	$ 56.5	$ 57.2	$ 111.6	$ 114.0

Additional balance sheet information related to leases is as follows:

(in millions except as noted)	Balance Sheet Classification	As of March 31, 2023	As of September 30, 2022
Assets:			
Operating lease assets	Operating lease right-of-use assets	$ 558.1	$ 539.8
Finance lease assets	Property and equipment – net	59.4	49.4
Total lease assets		$ 617.5	$ 589.2
Liabilities:			
Current:			
Operating lease liabilities	Accrued expenses and other current liabilities	$ 147.7	$ 145.6
Finance lease liabilities	Current portion of long-term debt	21.9	18.1
Total current lease liabilities		169.6	163.7
Non-current:			
Operating lease liabilities	Operating lease liabilities, noncurrent	603.1	595.3
Finance lease liabilities	Long-term debt	37.8	32.0
Total non-current lease liabilities		$ 640.9	$ 627.3

	As of March 31, 2023	As of September 30, 2022
Weighted average remaining lease term (in years):		
Operating leases	6.6	6.5
Finance leases	3.0	3.1
Weighted average discount rates:		
Operating leases	4.2 %	4.0 %
Finance leases	3.9 %	3.8 %

Additional cash flow information related to leases is as follows:

	Six Months Ended	
	March 31, 2023	March 31, 2022
	(in millions)	
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 94.8	$ 102.7
Operating cash flows from finance leases	1.2	1.1
Financing cash flows from finance leases	11.3	9.7
Right-of-use assets obtained in exchange for new operating leases	66.4	31.9
Right-of-use assets obtained in exchange for new finance leases	19.6	18.4

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

Fiscal Year	Operating Leases (in millions)	Finance Leases
2023 (six months remaining)	$ 90.4	$ 11.9
2024	164.3	22.6
2025	137.9	16.8
2026	110.0	9.7
2027	83.3	2.3
Thereafter	278.5	0.1
Total lease payments	$ 864.4	$ 63.4
Less: Amounts representing interest	$ (113.6)	$ (3.7)
Total lease liabilities	$ 750.8	$ 59.7

13. Other Financial Information

Accrued expenses and other current liabilities consist of the following:

	March 31, 2023 (in millions)	September 30, 2022
Accrued salaries and benefits	$ 556.9	$ 602.2
Accrued contract costs	1,267.6	1,246.0
Other accrued expenses	329.3	333.2
Total	$ 2,153.8	$ 2,181.4

Accrued contract costs above include balances related to professional liability accruals of $707.7 million and $713.6 million as of March 31, 2023 and September 30, 2022, 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 March 31, 2023 and September 30, 2022. The Company did not have material revisions to estimates for contracts where revenue is recognized using the input method during the six months ended March 31, 2023 and 2022. During the first half of fiscal 2023, the Company incurred restructuring expenses of $41.4 million, including personnel and other costs of $39.0 million and real estate costs of $2.4 million, of which $30.7 million was accrued and unpaid at March 31, 2023. During the first half of fiscal 2022, the Company incurred restructuring expenses of $76.7 million, of which $69.1 million was related to the exit of our Russia-related businesses. The remaining $7.6 million related to actions to improve margins and deliver efficiencies. These expenses included personnel and other costs of $5.4 million and real estate costs of $2.2 million, of which $0.6 million was accrued and unpaid at March 31, 2022.

On March 1, 2023, the Company's Board of Directors declared a quarterly cash dividend of $0.18 per share, which was paid on April 21, 2023 to stockholders of record as of April 5, 2023. As of March 31, 2023, accrued and unpaid dividends totaled $26.5 million and were classified within other accrued expenses on the consolidated balance sheet.

14. Reclassifications out of Accumulated Other Comprehensive Loss

The accumulated balances and reporting period activities for the three and six months ended March 31, 2023 and 2022 related to reclassifications out of accumulated other comprehensive loss are summarized as follows (in millions):

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Gain/(Loss)on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at December 31, 2022	$ (232.1)	$ (721.4)	$ 35.1	$ (918.4)
Other comprehensive (loss) income before reclassification	(4.2)	8.5	(5.6)	(1.3)
Amounts reclassified from accumulated other comprehensive income (loss)	0.5	—	(1.9)	(1.4)
Balances at March 31, 2023	$ (235.8)	$ (712.9)	$ 27.6	$ (921.1)

	Pension Related Adjustments	Foreign Currency Translation Adjustments	(Loss)/Gain on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at December 31, 2021	$ (313.4)	$ (585.3)	$ (0.5)	$ (899.2)
Other comprehensive income (loss) before reclassification	6.5	(10.4)	16.1	12.2
Amounts reclassified from accumulated other comprehensive loss	2.5	19.5	0.9	22.9
Balances at March 31, 2022	$ (304.4)	$ (576.2)	$ 16.5	$ (864.1)

	Pension Related Adjustments	Foreign Currency Translation Adjustments	Gain/(Loss)on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2022	$ (217.3)	$ (799.3)	$ 36.9	$ (979.7)
Other comprehensive (loss) income before reclassification	(19.6)	86.4	(7.4)	59.4
Amounts reclassified from accumulated other comprehensive income (loss)	1.1	—	(1.9)	(0.8)
Balances at March 31, 2023	$ (235.8)	$ (712.9)	$ 27.6	$ (921.1)

	Pension Related Adjustments	Foreign Currency Translation Adjustments	(Loss)/Gain on Derivative Instruments	Accumulated Other Comprehensive Loss
Balances at September 30, 2021	$ (316.2)	$ (580.1)	$ (4.1)	$ (900.4)
Other comprehensive income (loss) before reclassification	6.8	(15.6)	18.8	10.0
Amounts reclassified from accumulated other comprehensive loss	5.0	19.5	1.8	26.3
Balances at March 31, 2022	$ (304.4)	$ (576.2)	$ 16.5	$ (864.1)

15. 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. The Company’s unsecured credit arrangements are used for standby letters of credit issued in connection with general and professional liability insurance programs and for contract performance guarantees. At March 31, 2023 and September 30, 2022, these outstanding standby letters of credit totaled $860.5 million and $640.3 million, respectively. As of March 31, 2023, the Company had $441.6 million available under these unsecured credit facilities. 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. 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 March 31, 2023, the Company was contingently liable in the amount of approximately $864.9 million in issued standby letters of credit and $4.7 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 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 March 31, 2023, the Company has capital commitments of $10.9 million to the Fund over the next 6 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

A former affiliate of the Company, Amentum Environment & Energy, Inc., f/k/a AECOM Energy and Construction, Inc. ("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 filed an appeal of these decisions on December 20, 2020 in the Court of Federal Claims. Deconstruction, decommissioning and site restoration activities are complete.

On January 31, 2020, the Company completed the sale of its Management Services business, including the Former Affiliate who worked on the DOE project, to Maverick Purchaser Sub LLC (MS Purchaser), an affiliate of American Securities LLC and Lindsay Goldberg LLC. The Company and the MS Purchaser agreed that all future DOE project claim recoveries and costs will be split 10% to the MS 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 Claims 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 and there is substantial uncertainty regarding any alleged damages. The stream restoration project is ongoing.

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, including the Former Affiliate, to the MS Purchaser; however, the Refinery Turnaround Project, including related claims and liabilities, has been retained by the Company.

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.

16. Reportable Segments

The Company's reportable segments are presented according to their geographic regions and business activities. 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, India, Africa, and the Asia-Australia-Pacific regions.

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

Reportable Segments:	Americas	International	AECOM Capital	Corporate	Total
			($ in millions)		
Three Months Ended March 31, 2023:					
Revenue	$ 2,630.2	$ 859.8	$ 0.1	$ —	$ 3,490.1
Gross profit	173.3	54.7	0.1	—	228.1
Equity in earnings of joint ventures	4.9	5.4	(2.8)	—	7.5
General and administrative expenses	—	—	(2.9)	(31.3)	(34.2)
Restructuring costs	—	—	—	(3.9)	(3.9)
Operating income	178.2	60.1	(5.6)	(35.2)	197.5
Gross profit as a % of revenue	6.6 %	6.4 %	—	—	6.5 %
Three Months Ended March 31, 2022:					
Revenue	$ 2,399.9	$ 813.3	$ 0.5	$ —	$ 3,213.7
Gross profit	160.4	49.1	0.5	—	210.0
Equity in earnings of joint ventures	3.2	5.7	3.1	—	12.0
General and administrative expenses	—	—	(2.6)	(34.6)	(37.2)
Restructuring costs	—	—	—	(73.3)	(73.3)
Operating income	163.6	54.8	1.0	(107.9)	111.5
Gross profit as a % of revenue	6.7 %	6.0 %	—	—	6.5 %
Six Months Ended March 31, 2023:					
Revenue	$ 5,209.5	$ 1,662.6	$ 0.4	$ —	$ 6,872.5
Gross profit	336.2	106.5	0.4	—	443.1
Equity in earnings of joint ventures	5.8	8.7	2.8	—	17.3
General and administrative expenses	—	—	(5.6)	(64.2)	(69.8)
Restructuring costs	—	—	—	(41.4)	(41.4)
Operating income (loss)	342.0	115.2	(2.4)	(105.6)	349.2
Gross profit as a % of revenue	6.5 %	6.4 %	—	—	6.4 %
Six Months Ended March 31, 2022:					
Revenue	$ 4,863.4	$ 1,615.7	$ 1.3	$ —	$ 6,480.4
Gross profit	310.4	98.5	1.3	—	410.2
Equity in earnings of joint ventures	6.4	9.3	4.2	—	19.9
General and administrative expenses	—	—	(5.6)	(68.0)	(73.6)
Restructuring costs	—	—	—	(76.7)	(76.7)
Operating income (loss)	316.8	107.8	(0.1)	(144.7)	279.8
Gross profit as a % of revenue	6.4 %	6.1 %	—	—	6.3 %

Reportable Segments:				
Total assets				
March 31, 2023	$ 7,290.3	$ 2,659.0	$ 305.8	$ 1,020.8
September 30, 2022	$ 7,232.2	$ 2,467.9	$ 264.9	$ 1,095.3

Item 2. Management's Discussion And Analysis Of Financial Condition And Results Of Operations

Forward-Looking Statements

This Quarterly Report 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 infrastructure consulting 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 our 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, and the impact of future tax laws; 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 Quarterly 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; potential high leverage and inability to service our debt and guarantees; ability to continue payment of dividends; exposure to political and economic risks in different countries, including tariffs; currency exchange rate and interest 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 sale of our Management Services and self-perform at-risk civil infrastructure, power construction, and oil and gas construction businesses, including the risk that any purchase adjustments from those transactions could be unfavorable and any future proceeds owed to us as part of the transactions could be lower than we expect; as well as other additional risks and factors discussed in this Quarterly Report on Form 10-Q 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 II, Item 1A—Risk Factors" in this Quarterly Report for a discussion of the factors, risks and uncertainties that could affect our future results.

Overview

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

Our business focuses primarily on providing fee-based 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.

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, construction management and program 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 and program management to commercial and government clients in Europe, the Middle East, India, Africa and the Asia-Australia-Pacific regions in major end markets such as transportation, water, government, facilities, environmental, and energy.

- *AECOM Capital (ACAP)*: Invests primarily in and develops real estate projects.

Our revenue is dependent on our ability to attract and retain qualified and productive employees, identify business opportunities, allocate our labor resources and capital to profitable and high growth markets, secure new contracts, and renew existing client agreements. Demand for our services 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. Given the global nature of our business, our revenue is exposed to currency rate fluctuations that could change from period to period and year to year.

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.

In September 2021, the Board approved an increase in our stock repurchase authorization to $1.0 billion. At March 31, 2023, we have approximately $502 million remaining of the Board's repurchase authorization. We intend to deploy future available cash towards dividends and stock repurchases consistent with our return driven capital allocation policy.

We have exited substantially all of our self-perform at-risk construction businesses and divested our remaining non-core oil and gas businesses in January 2022. As part of our ongoing plan to improve profitability and maintain a reduced risk profile, we continuously evaluate our geographic exposure. In March 2022, we substantially completed our exit of all business operations in Russia consistent with our announcement on March 7, 2022. We initiated a process to explore strategic options for the AECOM Capital business. AECOM Capital will continue to manage existing investment products. This process is consistent with our focus on our professional services business.

We expect to incur restructuring costs of approximately $40 million to $50 million in fiscal 2023, primarily related to ongoing actions that are expected to deliver continued margin improvement and efficiencies. Our estimated restructuring costs include the ongoing exit of certain countries in Southeast Asia, subject to applicable laws, as part of our ongoing plan to evaluate our geographic exposure and reduce our risk profile.

Results of Operations

Three and six months ended March 31, 2023 compared to the three and six months ended March 31, 2022

Consolidated Results

	Three Months Ended				Six Months Ended			
	March 31, 2023	March 31, 2022	Changes $	Changes %	March 31, 2023	March 31, 2022	Changes $	Changes %
	($ in millions)							
Revenue	$ 3,490.1	$ 3,213.7	$ 276.4	8.6 %	$ 6,872.5	$ 6,480.4	$ 392.1	6.1 %
Cost of revenue	3,262.0	3,003.7	258.3	8.6	6,429.4	6,070.2	359.2	5.9
Gross profit	228.1	210.0	18.1	8.6	443.1	410.2	32.9	8.0
Equity in earnings of joint ventures	7.5	12.0	(4.5)	(37.5)	17.3	19.9	(2.6)	(13.1)
General and administrative expenses	(34.2)	(37.2)	3.0	(8.1)	(69.8)	(73.6)	3.8	(5.2)
Restructuring costs	(3.9)	(73.3)	69.4	(94.7)	(41.4)	(76.7)	35.3	(46.0)
Income from operations	197.5	111.5	86.0	77.1	349.2	279.8	69.4	24.8
Other income	12.3	3.3	9.0	272.7	20.2	6.2	14.0	225.8
Interest expense	(42.4)	(24.2)	(18.2)	75.2	(79.1)	(49.6)	(29.5)	59.5
Income from continuing operations before taxes	167.4	90.6	76.8	84.8	290.3	236.4	53.9	22.8
Income tax expense for continuing operations	41.1	36.0	5.1	14.2	66.9	58.6	8.3	14.2
Net income from continuing operations	126.3	54.6	71.7	131.3	223.4	177.8	45.6	25.6
Net loss from discontinued operations	(41.8)	(6.0)	(35.8)	596.7	(42.2)	(68.0)	25.8	(37.9)
Net income	84.5	48.6	35.9	73.9	181.2	109.8	71.4	65.0
Net income attributable to noncontrolling interests from continuing operations	(8.1)	(5.6)	(2.5)	44.6	(17.7)	(11.0)	(6.7)	60.9
Net loss (income) attributable to noncontrolling interests from discontinued operations	0.3	(1.4)	1.7	(121.4)	1.1	4.3	(3.2)	(74.4)
Net income attributable to noncontrolling interests	(7.8)	(7.0)	(0.8)	11.4	(16.6)	(6.7)	(9.9)	147.8
Net income attributable to AECOM from continuing operations	118.2	49.0	69.2	141.2	205.7	166.8	38.9	23.3
Net loss attributable to AECOM from discontinued operations	(41.5)	(7.4)	(34.1)	460.8	(41.1)	(63.7)	22.6	(35.5)
Net income attributable to AECOM	$ 76.7	$ 41.6	$ 35.1	84.4 %	$ 164.6	$ 103.1	$ 61.5	59.7 %

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

	Three Months Ended		Six Months Ended	
	March 31, 2023	March 31, 2022	March 31, 2023	March 31, 2022
Revenue	100.0 %	100.0 %	100.0 %	100.0 %
Cost of revenue	93.5	93.5	93.6	93.7
Gross profit	6.5	6.5	6.4	6.3
Equity in earnings of joint ventures	0.2	0.4	0.3	0.3
General and administrative expenses	(0.9)	(1.1)	(1.0)	(1.1)
Restructuring costs	(0.1)	(2.3)	(0.6)	(1.2)
Income from operations	5.7	3.5	5.1	4.3
Other income	0.4	0.1	0.3	0.1
Interest expense	(1.3)	(0.8)	(1.2)	(0.8)
Income from continuing operations before taxes	4.8	2.8	4.2	3.6
Income tax expense for continuing operations	1.2	1.1	0.9	0.9
Net income from continuing operations	3.6	1.7	3.3	2.7
Net loss from discontinued operations	(1.2)	(0.2)	(0.7)	(1.0)
Net income	2.4	1.5	2.6	1.7
Net income attributable to noncontrolling interests from continuing operations	(0.2)	(0.2)	(0.3)	(0.2)
Net loss (income) attributable to noncontrolling interests from discontinued operations	0.0	0.0	0.1	0.1
Net income attributable to noncontrolling interests	(0.2)	(0.2)	(0.2)	(0.1)
Net income attributable to AECOM from continuing operations	3.4	1.5	3.0	2.6
Net loss attributable to AECOM from discontinued operations	(1.2)	(0.2)	(0.6)	(1.0)
Net income attributable to AECOM	2.2 %	1.3 %	2.4 %	1.6 %

Revenue

Our revenue for the three months ended March 31, 2023 increased $276.4 million, or 8.6%, to $3,490.1 million as compared to $3,213.7 million for the corresponding period last year.

Our revenue for the six months ended March 31, 2023 increased $392.1 million, or 6.1%, to $6,872.5 million as compared to $6,480.4 million for the corresponding period last year.

The increase in revenue for the three months ended March 31, 2023 was primarily attributable to an increase in our Americas segment of $230.3 million, as discussed further below.

The increase in revenue for the six months ended March 31, 2023 was primarily attributable to an increase in our Americas segment of $346.1 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 these pass-through revenues can change significantly from project to project and period to period, changes in revenue may not be indicative of business trends. Pass-through revenues for the three months ended March 31, 2023 and 2022 were $1.8 billion and $1.6 billion, respectively. Pass-through revenues for the six months ended March 31, 2023 and 2022 were $3.6 billion and $3.3 billion, respectively. Pass-through revenue as a percentage of revenue was 52% and 50% during the three months ended March 31, 2023 and 2022, respectively. Pass-through revenue as a percentage of revenue, was 52% and 51% during the six months ended March 31, 2023 and 2022, respectively.

Gross Profit

Our gross profit for the three months ended March 31, 2023 increased $18.1 million, or 8.6%, to $228.1 million as compared to $210.0 million for the corresponding period last year. For the three months ended March 31, 2023, gross profit, as a percentage of revenue, was 6.5%, which was the same as in the three months ended March 31, 2022.

Our gross profit for the six months ended March 31, 2023 increased $32.9 million, or 8.0%, to $443.1 million as compared to $410.2 million for the corresponding period last year. For the six months ended March 31, 2023, gross profit, as a percentage of revenue, increased to 6.4% from 6.3% in the six months ended March 31, 2022.

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 three months ended March 31, 2023 was $7.5 million as compared to $12.0 million in the corresponding period last year.

Our equity in earnings of joint ventures for the six months ended March 31, 2023 was $17.3 million as compared to $19.9 million in the corresponding period last year.

The decreases in earnings of joint ventures for the three and six months ended March 31, 2023 compared to the same period in the prior year were primarily due to decreased earnings in our AECOM Capital segment compared to the prior year.

General and Administrative Expenses

Our general and administrative expenses for the three months ended March 31, 2023 decreased $3.0 million, or 8.1%, to $34.2 million as compared to $37.2 million for the corresponding period last year. For the three months ended March 31, 2023, general and administrative expenses, as a percentage of revenue, decreased to 0.9% from 1.1% in the three months ended March 31, 2022.

Our general and administrative expenses for the six months ended March 31, 2023 decreased $3.8 million, or 5.2%, to $69.8 million as compared to $73.6 million for the corresponding period last year. For the six months ended March 31, 2023, general and administrative expenses, as a percentage of revenue, decreased to 1.0% from 1.1% in the six months ended March 31, 2022.

Restructuring Costs

Restructuring expenses are comprised of personnel costs, real estate costs, and costs associated with business exits. During the three and six months ended March 31, 2023, we incurred total restructuring expenses of $3.9 million and $41.4 million, respectively, primarily related to costs incurred in preparation for the exit of specific countries in Southeast Asia. During the three and six months ended March 31, 2022, we incurred restructuring expenses of $73.3 million and $76.7 million, respectively, primarily related to costs associated with exit of Russia-related businesses, management actions to deliver margin improvement and efficiencies that result in a more agile organization.

Other Income

Our other income for the three months ended March 31, 2023 increased to $12.3 million from $3.3 million for the corresponding period last year.

Our other income for the six months ended March 31, 2023 increased to $20.2 million from $6.2 million for the corresponding period last year.

The increases in other income for the three and six months ended March 31, 2023 were primarily due to an increase in interest income compared to the period in the prior year.

Interest Expense

Our interest expense for the three months ended March 31, 2023 was $42.4 million as compared to $24.2 million for the corresponding period last year.

Our interest expense for the six months ended March 31, 2023 was $79.1 million as compared to $49.6 million for the corresponding period last year.

The increases in interest expense for the three and six months ended March 31, 2023 were primarily due to an increase in interest rates on the variable component of our debt.

Income Tax Expense

Our income tax expense for the three months ended March 31, 2023 was $41.1 million as compared to $36.0 million in the corresponding period last year. The increase in tax expense for the current period compared to the corresponding period last year was due primarily to the tax impact of an increase in pre-tax income of $76.8 million, partially offset by a decrease in tax expense of $5.2 million related to nondeductible costs and a decrease in tax expense of $4.5 million related to changes in valuation allowances.

Our income tax expense for the six months ended March 31, 2023 was $66.9 million as compared to $58.6 million in the corresponding period last year. The increase in tax expense for the current period compared to the corresponding period last year was due primarily to changes in valuation allowances providing a tax benefit of $21.9 million and foreign uncertain tax provisions generating a tax expense of $16.1 million in the first quarter of fiscal 2022, a decrease in nondeductible costs of $4.1 million, and the tax impact of an increase in pre-tax income of $53.9 million.

During the first quarter of fiscal 2022, valuation allowances in the amount of $21.9 million primarily related to net operating losses in certain foreign entities were released due to sufficient positive evidence. The positive evidence included a realignment of our global transfer pricing methodology which resulted in forecasting the utilization of the net operating losses within the foreseeable future.

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 of via sale our self-perform at-risk construction businesses. As a result of these strategic actions, the self-perform at-risk construction businesses were classified as discontinued operations. That classification was applied for all periods presented.

Net loss from discontinued operations was $41.8 million for the three months ended March 31, 2023 and net loss was $6.0 million for the three months ended March 31, 2022, an increase of $35.8 million. The increase in net loss from discontinued operations for the three months ended March 31, 2023 was primarily due to a $38.9 million loss on a revised estimate of contingent consideration receivable related to the sale of the civil infrastructure business.

Net loss from discontinued operations was $42.2 million for the six months ended March 31, 2023 and net loss was $68.0 million for the six months ended March 31, 2022, a decrease of $25.8 million. The decrease in net loss from discontinued operations for the six months ended March 31, 2023 was primarily due to losses related to revisions of estimates for our working capital obligations to be paid and contingent consideration receivable related to the civil infrastructure business recorded in the first half of fiscal 2022 that did not recur to the same extent in fiscal 2023.

Net Income Attributable to AECOM

The factors described above resulted in net income attributable to AECOM of $76.7 million and $164.6 million for the three and six months ended March 31, 2023 as compared to net income attributable to AECOM of $41.6 million and $103.1 million for the three and six months ended March 31, 2022.

Results of Operations by Reportable Segment:

Americas

	Three Months Ended				Six Months Ended			
	March 31, 2023	March 31, 2022	Change $	Change %	March 31, 2023	March 31, 2022	Change $	Change %
	($ in millions)							
Revenue	$ 2,630.2	$ 2,399.9	$ 230.3	9.6 %	$ 5,209.5	$ 4,863.4	$ 346.1	7.1 %
Cost of revenue	2,456.9	2,239.5	217.4	9.7	4,873.3	4,553.0	320.3	7.0
Gross profit	$ 173.3	$ 160.4	$ 12.9	8.0 %	$ 336.2	$ 310.4	$ 25.8	8.3 %

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

	Three Months Ended		Six Months Ended	
	March 31, 2023	March 31, 2022	March 31, 2023	March 31, 2022
Revenue	100.0 %	100.0 %	100.0 %	100.0 %
Cost of revenue	93.4	93.3	93.5	93.6
Gross profit	6.6 %	6.7 %	6.5 %	6.4 %

Revenue

Revenue for our Americas segment for the three months ended March 31, 2023 increased $230.3 million, or 9.6%, to $2,630.2 million as compared to $2,399.9 million for the corresponding period last year.

Revenue for our Americas segment for the six months ended March 31, 2023 increased $346.1 million, or 7.1%, to $5,209.5 million as compared to $4,863.4 million for the corresponding period last year.

The increases in revenue for the three and six months ended March 31, 2023 were primarily driven by growth in the Americas design business and our construction management business.

Gross Profit

Gross profit for our Americas segment for the three months ended March 31, 2023 increased $12.9 million, or 8.0%, to $173.3 million as compared to $160.4 million for the corresponding period last year. As a percentage of revenue, gross profit decreased to 6.6% of revenue for the three months ended March 31, 2023 from 6.7% in the corresponding period last year.

Gross profit for our Americas segment for the six months ended March 31, 2023 increased $25.8 million, or 8.3%, to $336.2 million as compared to $310.4 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 6.5% of revenue for the six months ended March 31, 2023 from 6.4% for the corresponding period last year.

The increases in gross profit for the three and six months ended March 31, 2023 were primarily due to revenue growth and execution efficiency. In addition, underlying revenue excluding pass-through revenues increased.

International

	Three Months Ended				Six Months Ended			
	March 31, 2023	March 31, 2022	Change $	Change %	March 31, 2023	March 31, 2022	Change $	Change %
	($ in millions)							
Revenue	$ 859.8	$ 813.3	$ 46.5	5.7 %	$ 1,662.6	$ 1,615.7	$ 46.9	2.9 %
Cost of revenue	805.1	764.2	40.9	5.4	1,556.1	1,517.2	38.9	2.6
Gross profit	$ 54.7	$ 49.1	$ 5.6	11.4 %	$ 106.5	$ 98.5	$ 8.0	8.1 %

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

	Three Months Ended		Six Months Ended	
	March 31, 2023	March 31, 2022	March 31, 2023	March 31, 2022
Revenue	100.0 %	100.0 %	100.0 %	100.0 %
Cost of revenue	93.6	94.0	93.6	93.9
Gross profit	6.4 %	6.0 %	6.4 %	6.1 %

Revenue

Revenue for our International segment for the three months ended March 31, 2023 increased $46.5 million, or 5.7%, to $859.8 million as compared to $813.3 million for the corresponding period last year.

Revenue for our International segment for the six months ended March 31, 2023 increased $46.9 million, or 2.9%, to $1,662.6 million as compared to $1,615.7 million for the corresponding period last year.

The increases in revenue for the three and six months ended March 31, 2023 were primarily due to increased growth in the Middle East and Australia compared to the prior year partially offset by the strengthening of the U.S. dollar as compared to the functional currencies of our foreign operations.

Gross Profit

Gross profit for our International segment for the three months ended March 31, 2023 increased $5.6 million, or 11.4%, to $54.7 million as compared to $49.1 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 6.4% of revenue for the three months ended March 31, 2023 from 6.0% in the corresponding period last year.

Gross profit for our International segment for the six months ended March 31, 2023 increased $8.0 million, or 8.1%, to $106.5 million as compared to $98.5 million for the corresponding period last year. As a percentage of revenue, gross profit increased to 6.4% of revenue for the six months ended March 31, 2023 from 6.1% in the corresponding period last year.

The increases in gross profit and gross profit as a percentage of revenue for the three and six months ended March 31, 2023 were primarily due to an increase in revenue and reduced costs resulting from country exits, ongoing investments in enterprise capability centers, shared service centers, and delivery efficiency.

AECOM Capital

	Three Months Ended				Six Months Ended			
	March 31, 2023	March 31, 2022	Change $	Change %	March 31, 2023	March 31, 2022	Change $	Change %
	($ in millions)							
Revenue	$ 0.1	$ 0.5	$ (0.4)	(80.0)%	$ 0.4	$ 1.3	$ (0.9)	(69.2)%
Equity in earnings of joint ventures	$ (2.8)	$ 3.1	$ (5.9)	(190.3)%	$ 2.8	$ 4.2	$ (1.4)	(33.3)%
General and administrative expenses	$ (2.9)	$ (2.6)	$ (0.3)	11.5 %	$ (5.6)	$ (5.6)	$ —	0.0 %

Equity in earnings of joint ventures for the three months ended March 31, 2023 decreased $5.9 million, or 190.3%, to $(2.8) million as compared to $3.1 million for the corresponding period last year. Equity in earnings of joint ventures for the six months ended March 31, 2023 decreased $1.4 million, or 33.3%, to $2.8 million as compared to $4.2 million for the corresponding period last year.

The decreases in equity of earnings in joint ventures for the three and six months ended March 31, 2023 were primarily due to the timing of transactions for its real estate investments.

Seasonality

We experience seasonal trends in our business. The first quarter of our fiscal year (October 1 to December 31) is typically our weakest 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. Our revenue is typically higher in the last half of the fiscal year. 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. In addition, 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. 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. For these reasons, coupled with the number and significance of client contracts commenced and completed during a period, as well as the time of expenses incurred for corporate initiatives, it is not unusual for us to experience seasonal changes or fluctuations in our quarterly operating results.

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, dividend payments, and refinancing or 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 $40 million in restructuring costs in fiscal 2023 associated with ongoing 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 March 31, 2023, 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. 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 March 31, 2023, cash and cash equivalents, including cash and cash equivalents included in current assets held for sale, were $1,080.9 million, a decrease of $95.9 million, or 8.1%, from $1,176.8 million at September 30, 2022. The decrease in cash and cash equivalents was primarily attributable to $95.2 million of cash used to repurchase common stock of which $75.0 million was under the existing Board repurchase authorization.

Net cash provided by operating activities was $131.5 million for the six months ended March 31, 2023, as compared to $193.2 million for the six months ended March 31, 2022. The change was primarily attributable to a decrease in cash provided by working capital of approximately $134.7 million, partially offset by an increase in adjustments for non-cash items of approximately $1.5 million and an increase in net income of approximately $71.5 million. The sale of trade receivables to financial institutions included in operating cash flows increased $36.4 million during the six months ended March 31, 2023, compared to the six months ended March 31, 2022. We expect to continue to sell trade receivables in the future as long as the terms continue to remain favorable to us.

Net cash used in investing activities was $83.6 million for the six months ended March 31, 2023, as compared to $93.9 million for the six months ended March 31, 2022.

Net cash used in financing activities was $147.4 million for the six months ended March 31, 2023, as compared to $368.6 million for the six months ended March 31, 2022. The decrease was primarily attributable to decreased stock repurchases under the Stock Repurchase Program. Total borrowings under our credit agreement may vary during the period as we regularly draw and repay amounts to fund working capital.

Working Capital

Working capital, or current assets less current liabilities, increased $83.3 million, or 19.9%, to $501.9 million at March 31, 2023 from $418.6 million at September 30, 2022. Net accounts receivable and contract assets, net of contract liabilities, increased to $2,855.2 million at March 31, 2023 from $2,671.9 million at September 30, 2022.

Days Sales Outstanding (DSO), which includes net accounts receivable and contract assets, net of contract liabilities, was 71 days at March 31, 2023 compared to 68 days at September 30, 2022.

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:

	March 31, 2023	September 30, 2022
	(in millions)	
Credit Agreement	$ 1,134.4	$ 1,143.3
2027 Senior Notes	997.3	997.3
Other debt	94.4	84.0
Total debt	2,226.1	2,224.6
Less: Current portion of debt and short-term borrowings	(57.0)	(48.6)
Less: Unamortized debt issuance costs	(16.9)	(19.3)
Long-term debt	$ 2,152.2	$ 2,156.7

The following table presents, in millions, scheduled maturities of our debt as of March 31, 2023:

Fiscal Year	
2023 (six months remaining)	$ 32.2
2024	78.7
2025	45.4
2026	408.1
2027	1,005.7
Thereafter	656.0
Total	$ 2,226.1

Credit Agreement

On February 8, 2021, we entered into the 2021 Refinancing Amendment to the Credit Agreement (the "Credit Agreement"), pursuant to which we amended and restated our Syndicated Credit Facility Agreement, dated as of October 17, 2014 (as amended prior to February 8, 2021, the "Original Credit Agreement"), between the Company, as borrower, Bank of America, N.A., as administrative agent, and other parties thereto. At the time of amendment, the Credit Agreement consisted of a $1,150,000,000 revolving credit facility (the "Revolving Credit Facility") and a $246,968,737.50 term loan A facility (the "Term A Facility," together with the Revolving Credit Facility, the "Credit Facilities"), each of which mature on February 8, 2026. The outstanding loans under the Term A Facility were borrowed in U.S. dollars. Loans under the Revolving Credit Facility may be borrowed, and letters of credit thereunder may be issued, in U.S. dollars or in certain foreign currencies. The proceeds of the Revolving Credit Facility may be used from time to time for ongoing working capital and for other general corporate purposes. The proceeds of the Revolving Credit Facility and the Term A Loan facility borrowed on February 8, 2021 were used to refinance the existing revolving credit facility and the existing term loan facility under the Original Credit Agreement and to pay related fees and expenses. The Credit Agreement permits us to designate certain of our subsidiaries as additional co-borrowers from time to time. Currently, there are no co-borrowers under the Credit Facilities.

The applicable interest rate under the Credit Agreement is calculated at a per annum rate equal to, at our option, (a) the Eurocurrency Rate (as defined in the Credit Agreement) plus an applicable margin (the "LIBOR Applicable Margin"), which is currently at 1.2250% or (b) the Base Rate (as defined in the Credit Agreement) plus an applicable margin (the "Base Rate Applicable Margin" and together with the LIBOR Applicable Margin, the "Applicable Margins"), which is currently at 0.2250%. The Credit Agreement includes certain environmental, social and governance (ESG) metrics relating to our CO^2 emissions and the percentage of our employees who identify as women (each, a "Sustainability Metric"). The Applicable Margins and the commitment fees for the Revolving Credit Facility will be adjusted on an annual basis based on our achievement of preset thresholds for each Sustainability Metric. The Credit Agreement contains provisions addressing the end of the use of LIBOR as a benchmark rate of interest and a mechanism for determining an alternative benchmark rate of interest. When the provisions are triggered, LIBOR would be replaced by a secured overnight financing rate (SOFR)-based rate, which will be subject to a spread adjustment.

Some of our material subsidiaries (the "Guarantors") have guaranteed the obligations of the borrowers under the Credit Agreement, subject to certain exceptions. The borrowers' obligations under the Credit Agreement are secured by a lien on substantially all of our assets and our Guarantors' assets, subject to certain exceptions.

The Credit Agreement contains customary negative covenants that include, among other things, limitations on our and certain of our subsidiaries' ability, subject to certain exceptions, to incur liens and debt, make investments, dispositions, and restricted payments, change the nature of our business, consummate mergers, consolidations and the sale of all or substantially all of our respective assets, taken as a whole, and transact with affiliates. We are also required to maintain a consolidated interest coverage ratio of at least 3.00 to 1.00 and a consolidated leverage ratio of less than or equal to 4.00 to 1.00 (subject to certain adjustments in connection with permitted acquisitions), tested on a quarterly basis (the "Financial Covenants"). Our consolidated leverage ratio was 2.20 to 1.00 at March 31, 2023. As of March 31, 2023, we were in compliance with the covenants of the Credit Agreement.

The Credit Agreement contains customary affirmative covenants, including, among other things, compliance with applicable law, preservation of existence, maintenance of properties and of insurance, and keeping proper books and records. The Credit Agreement contains customary events of default, including, among other things, nonpayment of principal, interest or fees, cross-defaults to other debt, inaccuracies of representations and warranties, failure to perform covenants, events of bankruptcy and insolvency, change of control and unsatisfied judgments, subject in certain cases to notice and cure periods and other exceptions.

On April 13, 2021, we entered into Amendment No. 10 to the Credit Agreement, pursuant to which the lenders thereunder provided a secured term "B" credit facility (the "Term B Facility") to the Company in an aggregate principal amount of $700,000,000. The Term B Facility matures on April 13, 2028. The proceeds of the Term B Facility were used to fund the purchase price, fees and expenses in connection with our cash tender offer to purchase up to $700,000,000 aggregate purchase price (not including any accrued and unpaid interest) of our outstanding 5.875% Senior Notes due 2024.

The Term B Facility is subject to the same affirmative and negative covenants and events of default as the Term A Facility previously incurred pursuant to the existing Credit Agreement (except that the Financial Covenants in the Credit Agreement do not apply to the Term B Facility). The applicable interest rate for the Term B Facility is calculated at a per annum rate equal to, at our option, (a) the Eurocurrency Rate (as defined in the Credit Agreement) plus 1.75% or (b) the Base Rate (as defined in the Credit Agreement) plus 0.75%.

On June 25, 2021, we entered into Amendment No. 11 to the Credit Agreement, pursuant to which lenders thereunder have provided us with an additional $215,000,000 in aggregate principal amount under the Term A Facility. We used the net proceeds from the increase in the Term A Facility (together with cash on hand), to (i) redeem all of our remaining 5.875% Senior Notes due 2024 and (ii) pay fees and expenses related to such redemption.

At March 31, 2023 and September 30, 2022, letters of credit totaled $4.4 million and $4.4 million, respectively, under our Revolving Credit Facility. As of March 31, 2023 and September 30, 2022, we had $1,145.6 million and $1,145.6 million, respectively, available under our revolving credit facility.

2027 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 “2027 Senior Notes”). On June 30, 2017, we completed an exchange offer to exchange the unregistered 2027 Senior Notes for registered notes, as well as related guarantees.

As of March 31, 2023, the estimated fair value of the 2027 Senior Notes was approximately $972.4 million. The fair value of the 2027 Senior Notes as of March 31, 2023 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 2027 Senior Notes. Interest is payable on the 2027 Senior Notes at a rate of 5.125% per annum. Interest on the 2027 Senior Notes is payable semi-annually on March 15 and September 15 of each year, commencing on September 15, 2017. The 2027 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 2027 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. On or after December 15, 2026, we may redeem all or part of the 2027 Senior Notes at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest on the redemption date.

The indenture pursuant to which the 2027 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 2027 Senior Notes as of March 31, 2023.

Other Debt and Other Items

Other debt consists primarily of obligations under capital leases and loans, and unsecured credit facilities. The 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 March 31, 2023 and September 30, 2022, these outstanding standby letters of credit totaled $860.5 million and $640.3 million, respectively. As of March 31, 2023, we had $441.6 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 and interest rate cap agreements, during the six months ended March 31, 2023 and 2022 was 5.2% and 3.3%, respectively.

Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the three and six months ended March 31, 2023 of $1.2 million and $2.4 million, respectively, and for the three and six months ended March 31, 2022 of $1.2 million and $2.5 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 entities. 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 5, 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 March 31, 2023, there was approximately $864.9 million, including both continuing and discontinued operations, 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 March 31, 2023, our defined benefit pension plans had an aggregate deficit (the excess of projected benefit obligations over the fair value of plan assets) of approximately $194.4 million. The total amounts of employer contributions paid for the six months ended March 31, 2023 were $4.0 million for U.S. plans and $12.6 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 plans that we do not control or manage. For the year ended September 30, 2022, we contributed $2.9 million to multiemployer pension plans.

Contractual Obligations

Refer to our Annual Report on Form 10-K for the year ended September 30, 2022 for a discussion of our contractual obligations. There have been no changes, outside of the ordinary course of business, to these contractual obligations during the six months ended March 31, 2023.

Condensed Combined Financial Information

The 2027 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). Accordingly, 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. 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 March 31, 2023 and September 30, 2022, and for the six months ended March 31, 2023.

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

	March 31, 2023	September 30, 2022
Current assets	$ 2,619.0	$ 2,645.0
Non-current assets	3,106.7	3,140.3
Total assets	$ 5,725.7	$ 5,785.3
Current liabilities	$ 2,346.4	$ 2,365.9
Non-current liabilities	2,680.3	2,712.1
Total liabilities	5,026.7	5,078.0
Total stockholders’ equity	699.0	707.3
Total liabilities and stockholders’ equity	$ 5,725.7	$ 5,785.3

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

	For the six months ended March 31, 2023
Revenue	$ 3,340.5
Cost of revenue	3,082.5
Gross profit	258.0
Net income from continuing operations	73.8
Net loss from discontinued operations	—
Net income	$ 73.8
Net income attributable to AECOM	$ 73.8

New Accounting Pronouncements and Changes in Accounting

For information regarding recent accounting pronouncements, see Notes to Consolidated Financial Statements included in Part I, Item 1.

Critical Accounting Estimates

Our accounting policies often require management to make significant estimates and assumptions using information available at the time the estimates are made. Such estimates and assumptions significantly affect various reported amounts of assets, liabilities, revenues and expenses. If future experience differs significantly from these estimates and assumptions, our results of operations and financial condition could be affected.

The Notes to Consolidated Financial Statements in Part II, Item 8 of the 2022 Form 10-K, and “Critical Accounting Estimates” in Part II, Item 7 of the 2022 Form 10-K describe the significant accounting policies and estimates used in the preparation of our consolidated financial statements. We have not materially changed our estimation methodology since the 2022 Form 10-K.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Financial Market Risks

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 other debt obligations are subject to variable rate interest which could be adversely affected by an increase in interest rates. As of March 31, 2023 and September 30, 2022, we had $1,134.4 million and $1,143.3 million, respectively, in outstanding borrowings under our term credit agreements and 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 1.00% and the applicable margin that is added to borrowings in the eurocurrency rate can range from 1.25% to 2.00%. For the six months ended March 31, 2023, our weighted average floating rate borrowings were $1,491.6 million, or $912.5 million excluding borrowings with effective fixed interest rates due to interest rate swap and interest rate cap agreements. If short-term floating interest rates had increased by 1.00%, our interest expense for the six months ended March 31, 2023 would have increased by $4.7 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 4. 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 March 31, 2023 to ensure that information required to be disclosed by us in this Quarterly Report on Form 10-Q 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 officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the fiscal quarter ended March 31, 2023 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.

PART II. OTHER INFORMATION

Item 1. 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 15, 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 15, 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 1. From time to time, we establish reserves for litigation when we consider it probable that a loss will occur.

Item 1A. Risk Factors

There have been no material changes to the risk factors as disclosed in Part I, Item 1A, Risk Factors in our most recent Annual Report on Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Stock Repurchase Program

On September 21, 2017, the Company's Board of Directors announced a 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. On September 22, 2021, the Board approved another increase in the Company's repurchase authorization to $1.0 billion. A summary of the repurchase activity for the three months ended March 31, 2023 is as follows:

Fiscal 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 Approximate Dollar Value that May Yet Be Purchased Under the Plans or Programs
January 1 - 31, 2023	—	$ —	—	$ 527,050,000
February 1 - 28, 2023	—	—	—	527,050,000
March 1- 31, 2023	300,971	83.08	300,971	502,045,000
Total	300,971	$ 83.08	300,971	

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosure

None.

Item 5. Other Information

None.

Item 6. Exhibits

The following documents are filed as Exhibits to the Report:

Exhibit Numbers	Description	Form	Incorporated by Reference (Exchange Act Filings Located at File No. 0-52423) Exhibit	Filing Date	Filed Herewith
3.1	Amended and Restated Certificate of Incorporation	Form 10-K	3.1	11/21/2011	
3.2	Certificate of Amendment to Amended and Restated Certificate of Incorporation	Form S-4	3.2	8/1/2014	
3.3	Certificate of Correction of Amended and Restated Certificate of Incorporation	Form 10-K	3.3	11/17/2014	
3.4	Certificate of Amendment to the Certificate of Incorporation	Form 8-K	3.1	1/9/2015	
3.5	Certificate of Amendment to the Certificate of Incorporation	Form 8-K	3.1	3/3/2017	
3.6	Amended and Restated Bylaws of the Company	Form 8-K	3.2	11/20/2020	
10.1	Employment Agreement, dated March 1, 2023, by and between AECOM and Lara Poloni				X
31.1	Certification of the Company's Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
31.2	Certification of the Company's Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
32	Certification of the Company's Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				X
101	The following financial statements from the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023 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 Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, formatted in Inline XBRL				X

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AECOM

Date: May 9, 2023

By: /S/ GAURAV KAPOOR
Gaurav Kapoor
Chief Financial Officer

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2/24/2023

Lara Poloni

Dear Lara,

We are delighted that you will be relocating to Dallas, Texas effective 03/11/2023, or such subsequent date that your immigration paperwork and international relocation are compete, and subject to your continued employment with AECOM Australia PTY LTD until the date immediately preceding your international relocation (the "**Relocation Date**").

Your employment with AECOM will commence on the Relocation Date, and you will continue in your role as President of AECOM ("**AECOM**" or the "**Company**"), reporting to your current manager, AECOM's Chief Executive Officer. Your employment with AECOM is conditioned upon your acceptance of the terms and conditions outlined in this letter (the "**Letter**") and the attached Addendum to Offer Letter (the "**Addendum**") as well as your continued eligibility to work in the United States.

You agree that your 2020 Employment Agreement with AECOM Australia PTY LTD is hereby superseded and will terminate automatically and without the further provision of notice or any entitlement to further compensation upon the commencement of your employment with the Company pursuant to this Letter. All notice requirements are hereby met by this Letter.

The Company recognizes your prior service from June 14, 1994, for the purpose of all service-related entitlements (the "**Prior Service Date**"). As President of the Company from and after the Relocation Date, you will receive the compensation and benefits set forth below in US dollar amounts:

- As a full-time exempt employee, you will receive a base salary of USD 800,330.00 per year (the "**Base Salary**"), subject to temporary salary reductions consistent with any policy or similar actions as applicable to executive officers of the Company generally. Your Base Salary will be reviewed annually by the Compensation and Organization Committee of the Board (the "**Compensation Committee**"), and as used in this Letter, references to Base Salary mean annual base salary as in effect from time to time.

- Participation in the AECOM Executive Incentive Plan as in effect from time to time with a 2023 fiscal year target award opportunity equal to 110% of Base Salary (the "**Target Incentive Award**"). Your annual Target Incentive Award will be determined by the Compensation Committee subject to the achievement of performance goals and the terms of the plan. This Letter does not constitute a contractual right to receive the Target Incentive Award, and you must be employed by the Company on the Target Incentive Award payout date to be eligible to receive any amounts hereunder.

- 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, AECOM's Senior Leadership Severance Plan, AECOM-paid executive life insurance, AECOM-paid short term disability benefits, and executive long-term disability benefits. Benefits will also generally include:

    - Eligibility to participate in company-sponsored medical, dental and vision plans;
    - AECOM-paid employee assistance program (EAP);
    - AECOM-paid business travel accident insurance in the amount of five times your annual base salary up to maximum of $2,000,000;
    - AECOM-paid accident insurance in the amount of one times your annual base salary, to a maximum of $2,000,000, and eligibility for an additional employee and/or family accident amount of up to $2,500,000 in employee-paid coverage;
    - Eligibility to enroll in employee-paid optional life benefits of up to $500,000 for you, $250,000 for your spouse/domestic partner, and $10,000 for each dependent child;
    - Eligibility to maintain flexible spending accounts (FSA) for health and/or dependent day care expenses;

- Ø Eligibility to maintain a health spending account (HSA) if you enroll in AECOM's high deductible health plan for which a generous company contribution as an employer subsidy is available;
- Ø Eligibility to participate in additional voluntary benefits such as pet insurance, group home and auto coverage and identity theft protection services;
- Ø Reimbursement for a prior-approved membership in a professional association, professional license, or other appropriate business-related professional organization; participation in such organizations is encouraged by AECOM; and
- Ø Continued eligibility for the annual Executive Physical Program.

Enrollment should be made within 31 days of your Relocation Date. For general benefits information, you can contact Bernie Knobbe, SVP Global Benefits & Well Being.

· You will be eligible for consideration to receive an equity award under the Company's applicable Stock Incentive Plan and associated award agreements during the annual award cycle in December. It is expected that 60% of any award will be in Performance Earnings Program units and 40% in Restricted Stock Units. The exact value and form of the award is subject to the approval of the Compensation and Organization Committee of the Board of Directors of AECOM. Awards are typically granted in December of each year.

- Ø Performance Earnings Program (PEP) – The PEP is based on the financial performance of AECOM over a three-year period with payment at the end of a three-year vesting cycle in AECOM stock. There is no guarantee of the future value, and payment, if any, is based upon AECOM meeting specified performance targets. Payment under the PEP may range from 0% to 200% of target depending on performance over the performance period. Any payment earned under the program will vest 100% in December after the completion of the three-year vesting cycle. You must satisfy the vesting schedule of the program to receive payment of your PEP award.

- Ø Restricted Stock Units (RSUs) – Each RSU represents the right to receive one share of AECOM stock provided you remain employed through the vesting period. The RSUs will vest 100% in December approximately three years from the date of grant. You must satisfy the vesting schedule of the program to receive payment of your RSU award.

- AECOM provides a comprehensive set of options to assist with your retirement planning needs. You will be eligible to participate in AECOM’s 401(k) Retirement Plan beginning on the Relocation Date. You may defer up to 75% of your compensation in the 401(k) retirement plan on a pre- or post-tax basis. AECOM will provide an annual matching contribution for a portion of your deferral into the 401(k) retirement plan in which you will be on a 3-year graded vesting schedule.

- Through the AECOM Employees Stock Purchase Plan (ESPP), you can purchase shares of AECOM common stock at a discount from the fair market value which is the closing price on the day prior to the purchase of the stock. You may enroll during one of six enrollment periods during the calendar year. Once enrolled, you may contribute from 1% to 10% of eligible bi-weekly compensation through after tax payroll deductions during an offering period, which generally lasts two months.

- You are eligible to participate in the Executive Deferred Compensation Plan (EDCP), and you may defer up to 50% of your base salary and up to 100% of your eligible bonus on a pre-tax basis.

- AECOM provides for 7 holidays throughout the year. Additionally, you will be eligible to participate in the Flexible Time Off program pursuant to applicable policy.

Miscellaneous:

- Your employment is at-will and may be terminated at any time for any reason, with or without notice, by either you or the Company.

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- As an employee of the Company, you will be subject to all Company policies, including the Company's Code of Conduct, Insider Trading Policy, and Employee Handbook.
- Employment with AECOM is contingent upon satisfactory completion of a background check, which includes a review of criminal records, employment, education, references, credit checks and/or motor vehicle record when required. Once you accept the Letter, the background check will be initiated, and you will be contacted via email by AECOM's vendor.
- Employment with AECOM is contingent upon you providing documentation, or documents, that establish your identity and employment eligibility, as required by the Immigration Reform and Control Act of 1986, Public Law 99-603. A comprehensive list of acceptable documents is available for your review at your request.
- Please review the Addendum and the Voluntary Mutual Dispute Resolution Policy attached to this Letter. Your agreement to the terms of the Addendum is a condition of employment with the Company.

Yours sincerely,

Troy Rudd
AECOM's Chief Executive Officer

Agreed and Accepted By:

/s/ Lara Poloni	3/1/2023
Lara Poloni	Date

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ADDENDUM TO OFFER LETTER
PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

This Addendum to Offer Letter ("Addendum") sets forth in writing certain understandings and procedures applicable to your employment with AECOM (or its affiliates or subsidiaries as the case may be, all of which shall be referred to herein as "AECOM" or the "Company"), and these understandings and procedures apply from the date of your initial employment with AECOM (your "Employment Date").

1 DUTIES. In return for the compensation and benefits now and hereafter paid or provided to you, you hereby agree to perform those duties for AECOM as AECOM may designate from time to time. During your employment with AECOM, you further agree that you will (a) devote your best efforts to the interests of AECOM, (b) not engage in other employment or in any conduct that could either be in direct conflict with Company's interests or that could cause a material and substantial disruption to AECOM and (c) otherwise review and abide by all of AECOM's policies and procedures, including the Code of Conduct and AECOM's Insider Trading Policy, as they may be established and updated from time to time. Furthermore, you will not reveal, disclose, or otherwise make available to any unauthorized person any AECOM password or key, whether or not the password or key is assigned to you, or obtain, possess, or use in any manner an AECOM password or key that is not assigned to you. You will use your best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, cell phone, smartphone, personal digital assistant (PDA), software, or related technical documentation that AECOM issues to you. You will not input, load, or otherwise attempt any unauthorized use of software in any AECOM computer or other device, whether or not the computer or device is assigned to you. You acknowledge and agree that nothing in this Addendum alters the at-will nature of your employment with AECOM, and, as such, your employment with AECOM can be terminated at any time for any or no reason by either you or AECOM.

2 "PROPRIETARY INFORMATION" DEFINITION. "Proprietary Information" means (a) any information that is confidential or proprietary, technical or non-technical information of AECOM, including for example and without limitation, information that is a Company Innovation or is related to any Company Innovations (as defined in Paragraph 5 below), concepts, techniques, processes, methods, systems, designs, computer programs, source documentation, trade secrets, formulas, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans, business plans, information about and the identities of customers and suppliers, employee information (such as compensation data and performance reviews except as related to your individual employment), competitive pricing and new business proposals, and any other nonpublic information that has commercial value and (b) any information AECOM has received from others that AECOM is obligated to treat as confidential or proprietary, which may be made known to you by Company, a third party, or otherwise that you may learn during your employment with AECOM.

3 OWNERSHIP AND NONDISCLOSURE OF PROPRIETARY INFORMATION. All Proprietary Information and all worldwide patents (including, but not limited to, any and all patent applications, patents, continuations, continuation-in-parts, reissues, divisionals, substitutions, and extensions), copyrights, mask works, trade secrets, and other worldwide intellectual property and other rights in and to the Proprietary Information are the property of AECOM, AECOM's assigns, AECOM's customers, and AECOM's suppliers, as applicable. Subject to Paragraph 15 (Defend Trade Secrets Act), you will not disclose any Proprietary Information to anyone outside AECOM, and you will use and disclose Proprietary Information to those inside AECOM only as necessary to perform your duties as an employee of AECOM. Nothing in this Addendum will limit your ability to provide truthful information to any government agency regarding potentially unlawful conduct or as otherwise required by law; however, upon learning of any such requirement to disclose Proprietary Information, to the fullest extent legally permissible, you will immediately notify AECOM of the requirement and provide all reasonable assistance requested by AECOM to limit or contest the disclosure of Proprietary Information. If you have any questions as to whether information is Proprietary Information, or to whom, if anyone, inside AECOM, any Proprietary Information may be disclosed, you will ask your manager at AECOM.

4 "INNOVATIONS" AND "WORK PRODUCT" DEFINITIONS. In this Addendum, "Innovations" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible

medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, negative know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names, and trade dress. In this Addendum, "Work Product" means any Innovations, work product, deliverables, output, or other products in any form or format, provided or developed solely by you or jointly with others for the benefit of and/or use by AECOM and/or any AECOM client.

5 DISCLOSURE AND LICENSE OF PRIOR INNOVATIONS. You have listed on Exhibit A (Prior Innovations) attached hereto all Innovations relating in any way to AECOM's business or demonstrably anticipated research and development or business (the "Company-Related Innovations"), that were conceived, reduced to practice, created, derived, developed, or made by you alone or jointly with others prior to your Employment Date and to which you retain any ownership rights or interest (these Company-Related Innovations are collectively referred to as the "Prior Innovations"). You represent that you have no rights in any Company-Related Innovations other than those Prior Innovations listed in Exhibit A (Prior Innovations). If nothing is listed on Exhibit A (Prior Innovations), you represent that there were no Prior Innovations as of the Employment Date. You hereby grant to AECOM and AECOM's designees a royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice, and exploit all patent, copyright, moral right, mask work, trade secret, and other intellectual property rights relating to any Prior Innovations that you incorporate, or permit to be incorporated, in any Work Product or Innovations that you, solely or jointly with others, create, derive, conceive, develop, make, or reduce to practice within the scope of your employment with AECOM (the "Company Innovations"). Notwithstanding the foregoing, you will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without AECOM's prior written consent.

6 DISCLOSURE AND ASSIGNMENT OF COMPANY INNOVATIONS. You will promptly disclose and describe to AECOM all Company Innovations. You hereby do irrevocably assign to AECOM or AECOM's designee all your right, title, and interest in and to any and all Company Innovations, which assignment operates automatically upon the conception of the Company Innovations. To the extent any of the rights, title, and interest in and to Company Innovations cannot be assigned by you to AECOM, you hereby grant to AECOM an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice, and exploit those non-assignable rights, title, and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, have sold, reproduce, prepare derivative works based upon, distribute copies, perform publicly, and display, the Company Innovations. To the extent any of the rights, title, and interest in and to Company Innovations can neither be assigned nor licensed by you to AECOM, you hereby irrevocably waive and agree never to assert the non-assignable and non-licensable rights, title, and interest against AECOM, any of AECOM's successors in interest, or any of AECOM's customers.

7 FUTURE INNOVATIONS. You will disclose promptly in writing to AECOM all Innovations conceived, reduced to practice, created, derived, developed, or made by you during your employment with AECOM and for three (3) months thereafter, whether or not you believe the Innovations are subject to this Addendum, to permit a determination by AECOM as to whether or not the Innovations are or should be considered Company Innovations. AECOM will receive that information in confidence.

8 NOTICE OF NON-ASSIGNABLE INNOVATIONS (FOR CALIFORNIA EMPLOYEES ONLY). This Addendum does not apply to an Innovation that qualifies fully as a non-assignable invention under the provisions of Section 2870 of the California Labor Code. You have reviewed the notification in Exhibit B (Limited Exclusion Notification) and agree that your electronic acceptance of this Addendum acknowledges receipt of the notification. **This Paragraph 8 does not apply to employees that reside and perform services on behalf of AECOM outside of the State of California.**

9 COOPERATION IN PERFECTING RIGHTS TO COMPANY INNOVATIONS. You agree to perform, during and after your employment, all acts that AECOM deems necessary or desirable to permit and assist AECOM, at its expense, in obtaining and enforcing for AECOM or, at AECOM's election, AECOM's customers and/or other designees, the full benefits, enjoyment,

rights and title throughout the world in the Company Innovations and all intellectual property rights therein as provided to AECOM under this Addendum, including hereby agreeing not to challenge the validity, enforceability or scope of any such intellectual property rights in the Company Inventions. If AECOM is unable for any reason to secure your signature to any document required to file, prosecute, register, or memorialize the assignment of any rights or application or to enforce any right under any Company Innovations as provided under this Addendum, you hereby irrevocably designate and appoint AECOM and AECOM's duly authorized officers and agents as your agents and attorneys-in-fact to act for and on your behalf and instead of you to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under the Innovations, all with the same legal force and effect as if executed by you. The foregoing is deemed a power coupled with an interest and is irrevocable.

10 AECOM COVENANTS. As a result of the relationship continued and the benefits conferred as a result of this Addendum, upon the execution of this Addendum by both parties, AECOM agrees that you are in, and will continue to be in a position of special trust and confidence, and it will provide you with: (a) Proprietary Information and access to such information; (b) specialized training, which may include self-study materials and course work, classroom training, on-line training, on the job training, and instruction as to AECOM's products, services, business relationships, and methods of operation; (c) goodwill support such as expense reimbursements in accordance with AECOM's policies, Proprietary Information related to AECOM's current and prospective clients, customers, business associates, vendors, and suppliers, and contact and relationships with current and potential clients, customers, business associates, vendors, and suppliers to help you develop goodwill for AECOM; and (d) the benefits outlined in the Letter. The foregoing is not contingent on your continued employment for any length of time but is contingent on your full compliance with the restrictions in Paragraph 11 below.

11 EMPLOYEE COVENANTS. **(THIS PARAGRAPH 11 AND ITS SUBPARAGRAPHS IS NOT APPLICABLE TO EMPLOYEES WHO MAKE LESS THAN $100,000 PER YEAR.)** You specifically acknowledge that the items described in Paragraph 10 above will be items that you have not previously been given and that you would not be given but for the execution and/or acceptance of this Addendum. You agree not to, directly or indirectly, participate in the unauthorized use, disclosure, or conversion of any Proprietary Information. Specifically, but without limitation, you agree not to use Proprietary Information for your sole benefit, or for the benefit of any person or entity in any way that harms AECOM or diminishes the value of the Proprietary Information to AECOM. You also agree to use the specialized training, goodwill, and contacts developed with AECOM's customers/clients and contractors for the exclusive benefit of AECOM, and you agree not to use these items at any time in a way that would harm the business interests of AECOM. However, nothing in this Addendum limits or prohibits you from reporting possible violations of law or regulation to any federal, state, or local government agency or entity, making other disclosures that are protected under whistleblower provisions of law, or receiving an award or monetary recovery pursuant to the U.S. Securities and Exchange Commission's whistleblower program. You understand you do not need prior authorization to make such reports or disclosures and are not required to notify AECOM if you have made or will make any such report or disclosure. Further, nothing in this Addendum prohibits you from: (a) reporting any good faith allegations of criminal conduct to appropriate officials; (b) participating in proceedings with appropriate federal, state, or local enforcement agencies; (c) making any truthful statements or disclosures permitted or required by law; (d) requesting or receiving confidential legal advice; or (e) testifying in an administrative, legislative, or judicial proceedings concerning alleged criminal conduct or alleged unlawful employment practices when required or requested pursuant to court order, subpoena, or written request by an appropriate agency or entity.

1.a **Goodwill with Customers.** You acknowledge that AECOM has near permanent relationships with its customers and owns the goodwill in those relationships with customers that you will develop or maintain in the course and scope of your employment with AECOM. If you owned goodwill in a relationship with a customer on the Employment Date, you hereby assign any and all such goodwill to AECOM, and AECOM shall become the owner of such goodwill.

1.b **Acknowledgment.** You acknowledge and agree that your services to be rendered to AECOM are of a special and unique character, that you will obtain knowledge and skill relevant to AECOM's business, its methods, and its strategies by virtue of your employment, and that the covenants and other terms and conditions of this Addendum are reasonable and reasonably necessary to protect the legitimate business interests of AECOM, including AECOM's trade secrets and other Proprietary Information, and are ancillary to the enforceable promises between you and AECOM in the other paragraphs and/or sections of this Addendum as well as your employment with AECOM. You further acknowledge and agree that the observance of the covenants set forth herein will not cause you undue hardship nor will they unreasonably interfere with your ability to earn a livelihood either during or following your employment with AECOM. Further, the parties acknowledge that the covenants in this Paragraph 11 are essential elements of this Addendum, and that, but for your agreement to comply with such covenants, AECOM would not have agreed to enter into this Addendum or the attached Letter.

1.c **Non-solicitation of Customers (NOT APPLICABLE TO EMPLOYEES IN CALIFORNIA, NORTH DAKOTA, OR WASHINGTON D.C.).** In consideration of AECOM's covenants and promises set forth in Paragraph 10, and elsewhere in this Addendum and the attached Letter, you agree that while you are employed by AECOM or any of its subsidiaries, and during the 12month period immediately following the termination of your employment, regardless of the reason for such termination (the "Restricted Period"), you will not directly or indirectly solicit, cause to be solicited, or otherwise be involved with the solicitation of, any Restricted Customer for the purpose of providing Competitive Services. For purposes of this Addendum, the term "Restricted Customer" shall mean any person or entity within the Restricted Territories who was a customer of AECOM (or any of its subsidiaries or affiliates) at the end of your employment with AECOM, or was a customer of AECOM at any point during the 12-month period preceding the end of your employment with AECOM, and about which you received Proprietary Information or with whom you had material or regular personal contact during the period of your employment. Also, the term "Competitive Services" shall include any services provided by AECOM at the time of your separation from employment or in the 12-month period preceding the end of your employment, and the term "Restricted Territories" shall include the United States and any international locations in which you performed work services on behalf of AECOM in the 12-month period preceding the end of your employment either in person or on a remote basis. **For the avoidance of doubt, this Paragraph 11(c) does not apply to employees that reside and perform services on behalf of AECOM in the States of California or North Dakota or in the District of Columbia. All other U.S. based employees shall be bound by this Paragraph 11(c).**

1.d **Non-solicitation of Employees and Contractors (NOT APPLICABLE TO EMPLOYEES IN CALIFORNIA OR MONTANA).** In consideration of AECOM's covenants and promises set forth in Paragraph 10, and elsewhere in this Addendum and the attached Letter, you agree that while you are employed by AECOM and during the Restricted Period, you will not solicit, encourage, or cause others to solicit or encourage any employees or independent contractors of AECOM to terminate their employment with AECOM. **For the avoidance of doubt, this Paragraph 11(d) does not apply to employees that reside and perform services on behalf of AECOM in the State of California. All other U.S. based employees shall be bound by this Paragraph 11(d).**

1.e **Tolling**. You agree that if you violate any of the terms of the restrictive covenant obligations in Paragraphs 11(c) or (d), the Restricted Period shall be extended by one day for each day that you failed to comply with the restriction at issue.

12 EARLY RESOLUTION CONFERENCE AND INVALID PROVISIONS. This Addendum is understood to be clear and enforceable as written and is executed by the parties on that basis. However, should you later challenge any provision as unclear, unenforceable, or inapplicable as to any restricted activity in which you intend to engage, you will first notify AECOM in writing and meet with a representative of AECOM and a neutral mediator (if AECOM elects to retain one at its expense) to discuss resolution of any disputes between you. You will provide this notification at least 14 days before you engage in any activity that could foreseeably fall within any restriction set forth herein, and you understand and agree that any failure by you to comply with this requirement shall waive your right to challenge the reasonable scope, clarity, applicability, or enforceability of the Addendum and its restrictions at a later time. All rights of the parties will be preserved if the early resolution conference requirement is complied with, even if no agreement is reached at the conference.

13 RETURN OF MATERIALS. At any time upon AECOM's request, and when your employment with AECOM is over, you will return all materials (whether in digital or printed form, and including, without limitation, documents, drawings, papers, diskettes and tapes) containing

or disclosing any Proprietary Information (including all copies thereof), as well as any keys, pass cards, identification cards, computers, printers, pagers, cell phones, smartphones, personal digital assistants, or similar items or devices that AECOM has provided to you. You will provide AECOM with a written certification of your compliance with your obligations under this Paragraph.

14 NO VIOLATION OF RIGHTS OF THIRD PARTIES. You acknowledge and represent that you do not have any legal or contractual obligations with a current or previous employer that may preclude or impose restrictions on your employment with AECOM. This includes any public entity or government agency that may preclude your prospective engagement with AECOM. You represent that the performance of your duties as an employee of AECOM as you currently understand them will not breach any agreement or responsibility that you currently have to keep in confidence information acquired by you in trust prior to your employment by AECOM. You will not disclose confidential or inside information that you possess or may have obtained from your former employer such as source selection information, contractor bid, or proposal information. You have not entered into, and agree not enter into, any agreement either written or oral in conflict with the terms of this Addendum.

15 DEFEND TRADE SECRETS ACT. Pursuant to the Defend Trade Secrets Act of 2016, you acknowledge that you shall not have criminal or civil liability 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. In addition, if you file a lawsuit for retaliation by AECOM for reporting a suspected violation of law, you may disclose the trade secret to your attorney and may use the trade secret information in the court proceeding, if you file any document containing the trade secret under seal and do not disclose the trade secret, except pursuant to court order.

16 FUTURE EMPLOYMENT. In the event you leave the employ of AECOM, you shall notify your new employer of your obligations contained herein, and you hereby consent to AECOM also providing such notification to any prospective employer.

17 SURVIVAL. This Addendum (a) shall survive your employment by AECOM, (b) does not in any way restrict your right to resign or the right of AECOM to terminate your employment at any time, for any reason or for no reason, (c) inures to the benefit of successors and assigns of AECOM, and (d) is binding upon your heirs and legal representatives.

18 INJUNCTIVE RELIEF. You agree and acknowledge that if you violate this Addendum: AECOM will suffer irreparable and continuing damage; that money damages would be insufficient to adequately compensate AECOM for such damage; that AECOM is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), to the extent permitted by law; and that you shall not seek or require, and hereby waive, the need for AECOM to post a bond.

19 GOVERNING LAW. The laws of the United States of America and the state in which I reside and perform services on behalf of AECOM govern all matters arising out of or relating to this Addendum or the attached Letter without giving effect to any conflict of law principles. To the extent that the law of any state listed on Exhibit C is determined to apply to this Addendum, the parties agree that this Addendum shall be modified and amended pursuant to the provisions set forth on Exhibit C for the applicable state.

20 SEVERABILITY. If an arbitrator or court of law holds any provision of this Addendum to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to provide AECOM the maximum protection permitted by applicable law and (b) the legality, validity, and enforceability of the remaining provisions of this Addendum shall not be affected.

21 WAIVER; MODIFICATION. If AECOM waives any term, provision, or breach by you of this Addendum, such waiver shall not be effective unless it is in writing and signed by AECOM. No waiver shall constitute a waiver of any other or subsequent breach by you. This Addendum may be modified only if both AECOM and you consent in writing.

22 KNOWING AGREEMENT. You are hereby advised to, and represent and warrant that you have had an opportunity to, consult with independent legal counsel of your choice prior to signing this agreement. You further represent and warrant that you have been given a period of

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at least fourteen (14) calendar days to review this Addendum, you have read this document in its entirety, and fully or satisfactorily understand its content and effect, and that you have not been subject to any form of duress or coercion in connection with this Addendum, are completely satisfied with the terms reflected in this Addendum, and, accordingly, knowingly enter this Addendum and agree to be bound as described in this Addendum.

On behalf of AECOM

Troy Rudd
AECOM's Chief Executive Officer

I hereby accept the terms and conditions of this Addendum:

/s/ Lara Poloni	3/1/2023
Lara Poloni	Date

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Exhibit A
Prior Innovations
(attach additional sheets as necessary)

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Exhibit B For California Employees Only

LIMITED EXCLUSION NOTIFICATION TO EMPLOYEES IN CALIFORNIA

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any invention that you developed entirely on your own time without using Company's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1 Relate at the time of conception or reduction to practice of the invention to Company's business, or actual or demonstrably anticipated research or development of Company; or

2 Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded by Section 2872, the provision is against the public policy of California and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between Company and the United States or any of its agencies requiring full title to a patent or invention to be in the United States.

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Exhibit C

Georgia & Oregon

The term "Restricted Customer" as used in Section 11(c) shall mean any person or entity within the Restricted Territories who was a customer of AECOM (or any of its subsidiaries or affiliates) at the end of your employment with AECOM and about which you received Proprietary Information or with whom you had personal contact during the period of your employment.

Louisiana

The term "Restricted Territories" as used in Section 11(c) shall include specifically the parishes of Orleans, Jefferson, St. Charles, and St. Bernard in the State of Louisiana, as well as any locations internationally and outside of the State of Louisiana in which the applicable employee performed work services on behalf of AECOM in the 12-month period preceding the end of your employment either in person or on a remote basis.

Nevada

The restrictions set forth in Section 11(c) shall not apply to an otherwise Restricted Customer who seeks your services without any contact (or any solicitation efforts) instigated by you.

Oklahoma

The restrictions set forth in Section 11(c) are limited to wherever any Restricted Customer can be found or is available for solicitation, and it is further limited to those Restricted Customers that are customers and suppliers of the Company at the time of the prohibited solicitation or contact.

Virginia & Wisconsin

The restrictions set forth in Section 11(d) shall be limited to any employees or independent contractors with whom you worked or had contact during your employment with AECOM.

EXHIBIT 31.1

Certification Pursuant to
Rule 13a-14(a)/15d-14(a)

I, W. Troy Rudd, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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: May 9, 2023

/S/ W. TROY RUDD
W. Troy Rudd
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

Certification Pursuant to
Rule 13a-14(a)/15d-14(a)

I, Gaurav Kapoor, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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: May 9, 2023

/S/ GAURAV KAPOOR
Gaurav Kapoor
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32

Certification Pursuant to
18 U.S.C. Section 1350

In connection with the Quarterly Report of AECOM (the "Company") on Form 10-Q for the quarterly period ended March 31, 2023 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.

/S/ W. TROY RUDD
W. Troy Rudd
Chief Executive Officer
May 9, 2023

/S/ GAURAV KAPOOR
Gaurav Kapoor
Chief Financial Officer
May 9, 2023